



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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ADOPTED

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 COUNTY OF LOS ANGELES

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June 2, 2015

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

23 OF JUNE 2, 2015

PATRICK OGAWA
 ACTING EXECUTIVE OFFICER

Dear Supervisors:

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

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS or her designee, to prepare and execute contracts, in substantially similar form as Enclosure I, with the 11 CCDs listed on Enclosure II, for out-of-classroom coordination services. The contracts will be effective July 1, 2015 through June 30, 2018. The net annual maximum amount for the contracts is \$2,800,000, with a three-year net maximum amount of \$8,400,000. Funding for these contracts is included in the Fiscal Year (FY) 2015-16 budget. Funding for future years will be included in the Department's budget requests.
2. Delegate authority to the Director of DPSS, or her designee, to prepare and execute amendments to the contracts for: (1) changes which affect the scope of work, term of the contract, contract sum, payments, or any term or condition in the contract;

(2) additions and/or changes required by the County's Board or CEO; (3) changes to be in compliance with applicable County, State, and federal regulations; and (4) increases or decreases of no more than ten percent of the original contract amount based on contractors' performance, County needs, and/or funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments, and the DPSS Director or her designee will notify the CEO within ten business days after execution.

3. Delegate authority to the Director of DPSS, or her designee, to prepare and execute contracts (Enclosure I) with (Citrus College and Santa Monica College), at an annual amount not to exceed \$58,240 and \$57,400 respectively, should either accept the terms and conditions of the contract for FY 16-17 and/or FY 17-18, based on funding availability. The approval of County Counsel as to form will be obtained prior to executing the contracts, and the DPSS Director or her designee will notify the CEO and Board of Supervisors within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow DPSS to continue contracting with Los Angeles County CCDs to provide out-of-classroom coordination services to CalWORKs participants. The CCDs assist CalWORKs participants attending community college to stay actively engaged and meet WtW requirements. The CCDs meet these needs through a comprehensive intake interview; testing for basic skills; referrals to counseling offices; case management; and return of documents to DPSS. The CCDs collaborate with Greater Avenues for Independence (GAIN) Services Workers (GSWs) to verify participants' school enrollment and provide status reports required by DPSS. The CCDs also serve as advocates for the participants in terms of issues related to, but not limited to child care, transportation, ancillary payments, supportive services, and learning disabilities.

The CCD contractors have consistently provided satisfactory services for the past 13 years. They continue to be viable partners in providing comprehensive support services that assist CalWORKs participants in achieving educational goals. Additionally, there are no other agencies that can provide these services in Los Angeles County.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness: Maximize the effectiveness of the County's processes, structure and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The total estimated cost for the 11 CCD contracts for the three-year period of July 1, 2015 through June 30, 2018 is \$8,400,000 which is \$2,800,000 annually. The cost is 100 percent funded through CalWORKs Single Allocation. There is no additional net County cost impact after the required CalWORKs Maintenance of Effort is met. Funding for these services is included in the Department's FY 2015-16 budget. Funding for future fiscal years will be included in the Department's annual budget requests.

The services currently provided by the 13 CCDs through contracts that commenced on July 1, 2012 will expire on June 30, 2015, with an aggregate cost of \$2,200,000 annually. Funding for the proposed contracts is being increased to the prior 2008 funding level of \$2,800,000 per year. Allocation of funds to the 11 CCDs is based on each CCDs percentage of CalWORKs participants attending community colleges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts provide for termination by the County upon 60-day advance written notice, should termination be in the County's best interest. The contracts also contain a provision which limits the County's obligation if funding is not appropriated by the State and by the Board of Supervisors.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The Contractors are in compliance with all Board, CEO and County requirements.

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

CONTRACTING PROCESS

The recommended contracts were procured in accordance with California Department of Social Services regulations (Section 23-650.14) which allow for procurement by negotiation with public educational agencies (Enclosure III).

Of the 13 CCDs currently performing services, two CCDs (Citrus College and Santa Monica College) declined to enter into new contracts with the County. The funding for the two CCDs was redistributed to the remaining 11 CCDs. In the event that Citrus College and Santa Monica College request to participate for subsequent Fiscal Years, DPSS is requesting delegated authority (Recommendation 3) to execute contracts for FY 16-17 and/or FY 17-18, based on available funding.

All CCDs receive funding through the State Chancellor's office to assist CalWORKs participants which obligates both Citrus and Santa Monica Colleges to continue serving

CalWORKs participants referred by the County. The funding provided by DPSS supplements the funding from the Chancellor's office and provides enhanced support to CalWORKs participants to achieve the educational goals of their WtW plan. In addition, the CCDs assist DPSS with tracking and reporting the work participation rate data for CalWORKs participants attending college.

Section 8.25 of the contract (Indemnification) was modified to include mutual indemnification language recommended by Risk Management, since the contracts are with public institutions. The mutual indemnification language is currently being used in contracts with the University of California and the California State University systems.

Section 8.26.7 of the contract (Waivers of Subrogation) was also revised to include language that would waive this provision for self-insured CCDs. DPSS requested input from Risk Management and was informed that it is permissible to waive the provision for CCDs that are self-insured.

Contract Performance

The monitoring of this contract is performed on an annual basis. The expected performance outcome is that participants receive the services needed to complete their educational program including: 1) the return of required paperwork and mandatory GAIN forms to GSWs, and 2) the necessary communication between GAIN staff and the colleges. The current contract requires effective tracking and reporting of enrollment, progress and course/program completion for 100 percent of CalWORKs participants.

During the term of the current contract, the CCDs have consistently met the performance measure requirements. Overall, the CCDs were in compliance with the contract requirements.

IMPACT ON CURRENT SERVICES

The recommended action will permit the continuation of out-of-classroom coordination services to CalWORKs participants. The recommended action will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County.

The Honorable Board of Supervisors

June 2, 2015

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CONCLUSION

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:gl

Enclosures

c: Interim Chief Executive Officer
Acting Executive Officer, Board of Supervisors
County Counsel

**COMMUNITY COLLEGES CALWORKS PROGRAM
ALLOCATION OF FUNDS**

Community College District (11)	Annual Contract Amount For FY 15-16, 16-17, and 17-18	Three-Year Contract Maximum
Antelope Valley	\$223,428	\$670,284
Cerritos	\$127,633	\$382,899
Compton	\$128,799	\$386,397
El Camino	\$140,777	\$422,331
Glendale	\$291,478	\$874,434
Long Beach	\$160,043	\$480,129
Los Angeles	\$1,379,696	\$4,139,088
Mt. San Antonio	\$137,861	\$413,583
Pasadena	\$82,068	\$246,204
Rio Hondo	\$72,144	\$216,432
Santa Clarita	\$56,073	\$168,219
TOTAL	\$2,800,000	\$8,400,000

Note: Annual funding for FYs 16-17 and 17-18 may be reduced for each CCD should Citrus College and/or Santa Monica College decide to contract with the County.

SOLE SOURCE CHECKLIST

Check (✓)	<p align="center">JUSTIFICATION FOR SOLE SOURCE CONTRACTS</p> <p>Identify applicable justification and provide documentation for each checked item.</p>
✓	<ul style="list-style-type: none"> ➤ Only one bona fide source for the service exists; performance and price competition are not available. <p>The contract services can only be provided by Community College Districts in Los Angeles County.</p>
	<ul style="list-style-type: none"> ➤ Quick action is required (emergency situation).
	<ul style="list-style-type: none"> ➤ Proposals have been solicited but no satisfactory proposals were received.
	<ul style="list-style-type: none"> ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	<ul style="list-style-type: none"> ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	<ul style="list-style-type: none"> ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	<ul style="list-style-type: none"> ➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>Other reason. Please explain:</p> <p>California Department of Social Services regulations (Section 23-650.14) permit procurement by negotiation with public education agencies.</p> <p>The contracts are with eleven Community College Districts (CCDs) in Los Angeles County. The Department requires the out-of-classroom coordination services rendered by the Community Colleges to 1) facilitate the expeditious return of necessary education and training verification documents for CalWORKs participants and 2) assist participants in completing their educational program.</p>
<p>_____</p> <p>Interim Chief Executive Officer</p>	<p>_____</p> <p>Date</p>

**DEPARTMENT OF
PUBLIC SOCIAL SERVICES**



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

AND

_____ COMMUNITY COLLEGE DISTRICT

FOR

OUT-OF-CLASSROOM COORDINATION SERVICES

FOR THE PERIOD OF

JULY 1, 2015 THROUGH JUNE 30, 2018

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

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

This Contract and Exhibits made and entered into this 1st day of July 2015 by and between the County of Los Angeles, hereinafter referred to as County and _____ Community College District, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

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

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or

description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Contractor's Budget
- 1.3 EXHIBIT C - Contractor/Employee/Non-Employee Acknowledgement & Confidentiality Agreement
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Contractor's EEO Certification
- 1.7 EXHIBIT G - Bidder's/Offeror's Non-Discrimination In-Service Statement
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- 1.9 EXHIBIT I - Quarterly Reconciliation Invoice
- 1.10 EXHIBIT J - Internal Revenue Service Earned Income Credit Notice
- 1.11 EXHIBIT K - Jury Service Ordinance
- 1.12 EXHIBIT L - Charitable Contributions Certification
- 1.13 EXHIBIT M - Civil Rights Forms
- 1.14 EXHIBIT N - Monthly Attendance Report
- 1.15 EXHIBIT O - Safely Surrendered Baby Law
- 1.16 EXHIBIT P - Language Designation Form
- 1.17 EXHIBIT Q - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 1.18 EXHIBIT R - Community College CalWORKs Language Access Services Monthly Phone Log

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this

Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 – Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Academic Probation

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

2.2 Acceptable Quality Level (AQL)

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

2.3 Adult Basic Education

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

2.4 Board of Supervisors

The Los Angeles County Board of Supervisors, which is the governing body of the County of Los Angeles.

2.5 Budget

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

2.6 Business Days

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

2.7 California Work Opportunities and Responsibility to Kids (CalWORKs)

A California welfare program that was implemented on January 1, 1998. The CalWORKs program provides temporary financial assistance and employment-focused services to families with minor children who have

income and property below State maximum limits for their family size. This program consists of two general services, public assistance and Welfare-to-Work.

2.8 CalWORKs Participant

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

2.9 Career Assessment

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

2.10 Case Management Services

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

2.11 Community College CalWORKs Program

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

2.12 Component

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

2.13 Contract

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

2.14 Contractor

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

2.15 Contract Management Division

The Department of Public Social Services' Division responsible for the Contract.

2.16 Contract Monitoring Plan

The plan developed by the County, specifically for this Contract, to monitor compliance with the Contract.

2.17 Contract Start Date

The date Contractor begins work in accordance with the terms of the Contract.

2.18 Contract Discrepancy Report

The report that is used when the performance of Contractor is unacceptable, and/or when the number of discrepancies found during Contract monitoring exceed the number of discrepancies allowed by the AQL.

2.19 County Contract Program Monitor (CPM):

Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.20 County Contract Director

Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator.

2.21 County Contract Administrator (CCA)

Person designated by County's Contract Director to manage the operations under this Contract.

2.22 Day(s)

Calendar day(s) unless otherwise specified.

2.23 Degree of Deviation

The maximum allowable degree of deviation from perfect performance or County established standard that is allowed for each required service before the County assesses the appropriate remedy, including but not limited to fiscal deductions.

2.24 Department of Public Social Services (DPSS or Department)

Los Angeles County DPSS responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.

2.25 Development Activities

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

2.26 Director/Department Head

The Director of the DPSS, or his/her authorized representative(s).

2.27 Disclose, Disclosed Or Disclosure

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

2.28 Effective Date

The date of execution of the Contract by the Los Angeles County Board of Supervisors, or the date specified in the Contract, whichever is later.

2.29 Exited Participants

A participant who has completed his/her program and has received a degree or certificate based on their WtW plan or a participant who has not completed their program because they dropped from the program.

2.30 Extension(s)

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

2.31 Federal-Countable Activities

Welfare-to-Work Activities for Unsubsidized/Subsidized Employment, Work Experience, Work Study, On-the-Job-Training, Community Service, Job Search and Job Readiness Assistance/Services (six (6) weeks per twelve (12) month period), Vocational Training (twelve (12) months only), Self-Initiated Program (twelve [12] months only), and/or Cal-Learn.

2.32 Fiscal Year

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

2.33 Full-Time

For WtW activities purposes, all non-exempt adults with a child under the age of 6 enrolled in at least twenty (20) hours per week of WtW Activities that will aid recipients in obtaining employment.

All non-exempted adults with no children under the age of 6, enrolled in at least thirty (30) hours per week of WtW Activities that will aid recipients in obtaining employment.

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

2.34 Full-Time Job (For Employment)

One-parent household with a child under the age of 6, working at least twenty (20) hours per week in a job expected to last at least thirty (30) days for a salary which would at least equate to the federal minimum wage or the State minimum wage, whichever is higher.

One-parent household with no children under the age of 6, working at least thirty (30) days for a salary which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

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

2.35 GAIN Program Division (GPD) a.k.a. CalWORKs and GAIN Division

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

2.36 GAIN Service Worker (GSW)

DPSS or Contracted employee who works with participants enrolled in the GAIN program.

2.37 Greater Avenues for Independence (GAIN)

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

2.38 Intake/Orientation

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

2.39 Maximum Contract Sum

The contract sum payable each fiscal year during the term of a Contract.

2.40 Non-Core Activities

The following components constitute non-core activities as defined by the State: 1) adult basic education, 2) general education development (GED), 3) English-as-a-Second Language (ESL), 4) job skills training directly related to employment, 5) education directly related to employment, 6) mental health, 7) substance abuse, 8) domestic violence services, 9) vocational education/training beyond the limitation of twelve (12) months, and 10) life skill classes, and 11) other activities necessary to assist the participant in obtaining unsubsidized employment.

2.41 Post-Assessment Activities

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

2.42 Post-Time Limit

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

2.43 Performance Requirements Summary (PRS)

The document, furnished by County (Attachment A, Technical Exhibit I) which identifies and summarizes the key performance indicators of this Contract. County will use the PRS in evaluating Contractor Performance to assure that the Contract performance standards are met.

2.44 Qualified Bilingual Employee

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

2.45 Quality Control Program

All necessary measures taken by Contractor to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

2.46 Recommended Study Time

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

2.47 Refugee Employment Program (REP)

REP provides case management, employment/training and placement services to refugees residing in the United States for less than five (5) years (excluding any Federal waivers) and asylees.

2.48 Self-Initiated Programs (SIP)

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

2.49 Statement of Work (SOW)

The portion of this Contract that describes: 1) Specific requirements for services and deliverables associated with those services; and 2) the relationship that will exist between the County and Contractor.

2.50 Supervised Study Time

Study time is time required outside of the regular class period to complete assignments and is supervised by an official staff at the Contractor's site.

2.51 Supervising County Contract Administrator (SCCA):

The individual designated by COUNTY with authority to act as outlined below in Section 6.0, ADMINISTRATION OF CONTRACT - COUNTY, Subsection 6.2.

2.52 Task(s)

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

2.53 Virtual Private Network (VPN)

Network used to create a connection across an insecure public network; such as, the internet that works like a secure connection within the office.

2.54 Welfare-to-Work (WtW) Activities

A list of allowable Welfare-to-Work activities to which the CalWORKs Participant may be assigned as specified under the CalWORKs program rules and regulations.

2.55 Welfare-to-Work Plan: Activity Assignment

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

2.56 Work Participation Rate Requirements

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

2.57 Work Study

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

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein.

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing on July 1, 2015 and shall expire on June 30, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor shall notify Los Angeles County DPSS when this Contract is within six (6) months from the expiration of the term as provided for

hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Los Angeles County DPSS at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

The maximum total cost for this contract is XXX dollars (\$ XXX,XXX) for the three year period of July 1, 2015 through June 30, 2018. The Contract Sum for each fiscal year is as follows:

Fiscal Year 2015-2016	\$XXX,XXX
Fiscal Year 2016-2017	\$XXX,XXX
Fiscal Year 2017-2018	\$XXX,XXX

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

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

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit E - County's Administration.

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

5.1 INVOICES AND PAYMENTS

- 5.1.1 For the period July 1, 2015 through June 30, 2018, the County shall pay the Contractor for the services provided under this Contract for actual costs incurred by Contractor in accordance with Exhibit B, Contractor's Budget. The Contractor's

compensation shall be subject to the limits set forth in the provisions of Paragraph 5.0, Contract Sum. Contractor shall not exceed each fiscal year's Maximum Contract Sum and shall not roll-over unspent funds to the next fiscal year.

- 5.1.2 The Contractor shall invoice the County, on a monthly only basis for the first two months of services of each quarter and not bill on the third month of each quarter, with the exception of the month of June (see Section 5.2 June Invoices) as a quarterly reconciliation invoice (Exhibit I, Quarterly Reconciliation Invoice) shall be completed. Contractor will invoice only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder and as provided in Exhibit B, Contractor's Budget.
- 5.1.3 The Contractor will be compensated based on the actual cost for all aspects of this contract. For the first and second month of each quarter, Contractor shall be paid a flat amount equal to 1/12 of the annual budget included in Exhibit B. The County will reconcile monthly payments to the Contractor's quarterly reconciliation invoice representing Contractor's actual costs as provided under PART 5.0 Contract Sum, Section 5.1 Invoices and Payments, herein.
- 5.1.4 Contractor shall prepare and submit an original Monthly Invoice (Exhibit H for format) to the CCA on a monthly basis. The monthly invoice is due by the fifteenth (15th) calendar day of the month following the month in which services were provided, or payment may be delayed.
- 5.1.5 Contractor shall provide a Quarterly Reconciliation Invoice of actual costs within 30 calendar days after the end of each quarter. For this contract, the first Quarterly Reconciliation Invoice shall be for July 2015 through September 2015 and shall be submitted to County no later than October 31, 2015.
- 5.1.6 All invoices under this Contract shall be submitted to the following address:

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

- 5.1.7 Should County implement a Contract Invoicing System for services under this contract, Contractor shall create and submit electronic invoices as instructed.

5.2 June Invoices

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

5.3 Approval of Invoices

- 5.3.1 All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.3.2 County shall review and authorize payment of an accurate invoice as soon as possible after receipt of Contractor's monthly invoice. County will make a reasonable effort to effect payment to Contractor within thirty (30) days from receipt of an invoice which is accurate as to form and content.
- 5.3.3 Contractor shall include with the Quarterly Reconciliation Invoice the detailed line item support documentation to validate the Quarterly Reconciliation Invoice amounts, in accordance with Exhibit B, Contractor's Budget, which includes but is not limited to, the following:
 - 5.3.3.1 Administrative and support services costs shall be separately identified.
 - 5.3.3.2 Personnel costs shall be itemized by pay classification.
 - 5.3.3.3 One (1) time only costs shall be clearly identified.
 - 5.3.3.4 Any prorated costs shall be clearly identified.
- 5.3.4 County shall not make monthly payments for the third month of each quarter (e.g. September, December and March), with the

exception of the third month of the fourth quarter, until the Quarterly Reconciliation Invoice has been received and processed by County.

- 5.3.5 Contractor shall advise County in writing of any substantive deviations or reallocation of line item costs from Contractor's Budget. Contractor may, with County's approval, reallocate funds among each of the major cost categories listed in Exhibit B, Contractor's Budget, to a maximum of fifteen (15%) of each part, not to exceed the total Contract amount. Reallocation of funds by Contractor by more than fifteen (15%) percent between the major cost categories requires written approval of the County Contract Director.
- 5.3.6 If the quarterly Reconciliation Invoice finds County's dollar liability was more than payments made by the County to Contractor, or that County's dollar liability for such services is less than payments made by County to the Contractor, then County shall either credit or deduct the difference against future payments hereunder to Contractor.
- 5.3.7 County may delay the last payment due hereunder until six (6) months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract which has not been deducted from any payment made by the County to Contractor.
- 5.3.8 As this Contract is awarded to a public educational institution, the Contract payment will be subject to actual cost contract requirements and is based on actual costs incurred by Contractor in administering the Contract.
- 5.3.9 In no event shall County's maximum obligation under this Contract exceed the funds appropriated by County for the purpose of this Contract.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging County, its officers and employees, from all liabilities, obligations, and claims arising out of Contractor's performance, under the Contract, except for any claims specifically described in detail in such release.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Contract Director

Responsibilities of the County's Contract Director include:

- Ensuring that the objectives of this Contract are met; and
- Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 Supervising County Contract Administrator (SCCA)

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

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

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

6.3 County's Contract Administrator (CCA)

The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the County's Contract Administrator include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with the Contractor's Project Manager on a regular basis;

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- Informing Contractor of the name, address, telephone number and e-mail address of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.
- The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Program Manager (CCPM)

The responsibilities of the CCPM include:

- 6.4.1 Providing direction to Contractor in the areas of County policy and program requirements;
- 6.4.2 Meeting with the Contractor's Contract Manager on a regular basis; and
- 6.4.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.5 County's Contract Program Monitor (CPM)

The CPM is responsible for overseeing the monitoring of this Contract. The CPM reports to the CCA.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

- 7.1.1 The Contractor's Contract Manager is the individual designated by the Contractor to administer the Contract operations after the Contract award, see Exhibit E - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.1.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA and CPM on a regular basis.

7.2 Approval of Contractor's Staff

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

Contractor shall notify the County within five (5) business days when staff is terminated from working under this contract.

7.3 Intentionally Omitted

7.4 Other Contractor Personnel

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

7.5 Background and Security Investigations

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

7.5.2 If a member of the Contractor's staff does not pass the background investigation, County may request that the member of the Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. This section shall only apply to the Contractor if expressly agreed to by the applicable collective bargaining units representing the Contractor's employees, where such employees perform under this contract.

7.5.3 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement," Exhibit C, page 2 of 3.
- 7.6.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," Exhibit C, page 3 of 3.

- 7.6.6 Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by County's User policies and Employee Acknowledgement and Confidentiality Agreements. Contractor shall follow County policies by sharing the user policy with its employees, obtain signed User Agreements, obtain signed Employee Acknowledgment and Confidentiality Agreements and monitoring compliance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Board of Supervisors.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of

execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COLLECTIVE BARGAINING CONTRACT

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

8.6 COMPLAINTS

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

- 8.6.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.5 The Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.
- 8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.7 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS

- 8.7.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by

County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7.3 Contractor shall maintain all licenses required to perform the Contract.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "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 the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.9 CONFLICT OF INTEREST

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. However, Contractor is only bound by this Section 8.10 to the extent that this Section 8.10 does not contradict State law, a preexisting Collective Bargaining Agreement or Contractor's Personnel Commission requirements.

8.11 CONSIDERATION OF HIRING GAIN OR GROW PARTICIPANTS FOR EMPLOYMENT

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-Responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered

after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in 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. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DISPUTES

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

8.17 EMPLOYEE SAFETY

Contractor will assure that Contractor's employees:

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal

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

8.21 FORCE MAJEURE

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

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

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

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.23 GOVERNMENT OBSERVATIONS

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

8.24 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.24.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

8.25 INDEMNIFICATION

CONTRACTOR and any of its directors, officers, agents, employees, assigns, and successors in interest shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or

damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, and any of its directors, officers, agents, employees, assigns, and successors in interest.

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

In the event Contractor subcontracts with a non-public entity, the Subcontractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.26 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.26 and 8.27 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.26.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown

below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
Attention: CCA

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

8.26.2 Additional Insured Status and Scope of Coverage

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

8.26.3 Cancellation of or Changes in Insurance

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

8.26.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.26.5 Insurer Financial Ratings

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

8.26.6 Contractor's Insurance Shall Be Primary

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

8.26.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. However, Contractor is not bound by this Section 8.26.7 if they are self-insured.

8.26.8 Sub-Contractor Insurance Coverage Requirements

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

8.26.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.26.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.26.11 **Application of Excess Liability Coverage**

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

8.26.12 **Separation of Insureds**

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

8.26.13 **Alternative Risk Financing Programs**

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

8.26.14 **County Review and Approval of Insurance Requirements**

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

8.27 **INSURANCE COVERAGE**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

8.27.4 **Property Coverage**

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

8.28 **LIQUIDATED DAMAGES**

8.28.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work

not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.28.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Technical Exhibit I, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.28.3 The action noted in sub-paragraph 8.28.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.28.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.28.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.29 MOST FAVORED PUBLIC ENTITY

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

8.30 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.30.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.30.2 Contractor shall certify to, and comply with, the provisions of Exhibit F - Contractor's EEO Certification.
- 8.30.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.30.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.30.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.30.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.30 when so requested by the County.

8.30.7 If the County finds that any provisions of this sub-paragraph 8.30 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.30.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.31 NON-EXCLUSIVITY

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

8.32 NOTICE OF DELAYS

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

8.33 NOTICE OF DISPUTES

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

8.34 NOTICE OF MEETINGS

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

Contractor may verbally request meetings with the County, as needed, with follow-up written notice five (5) business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual written consent of both Contractor and the County.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, 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 O of this Contract and is also available on the Internet at <http://www.babysafela.org> for printing purposes.

8.37 NOTICES

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

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

No bar exists against any hiring action initiated through a public announcement.

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.40 PUBLICITY

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

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the

prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.40.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

- 8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.41 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.41.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.41.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any

such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.42 RECYCLED BOND PAPER

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

8.43 SUBCONTRACTING

8.43.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.43.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.43.3 Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

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

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

8.43.6 The County's Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract

by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.43.8 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

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

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.46 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.45 TERMINATION FOR CONVENIENCE

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

- 8.45.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.45.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.41, Record Retention and Inspection/Audit Settlement.

8.46 TERMINATION FOR DEFAULT

- 8.46.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.46.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.46.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.46.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.46.2 if its failure to perform this

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

8.46.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.46, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.46, or that the default was excusable under the provisions of sub-paragraph 8.46.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.45 - Termination for Convenience.

8.46.5 The rights and remedies of the County provided in this sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.48 TERMINATION FOR INSOLVENCY

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

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

8.48.2 The rights and remedies of the County provided in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.51 VALIDITY

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

8.52 VERBAL DISCUSSIONS

The Contract Manager, or Back-up Contract Manager designated in writing to act in Contractor's behalf, shall be available to respond to the County's verbal inquiries, followed by an electronic inquiry, within twenty-four (24) hours of said inquiry, with the exception of weekends (Saturdays and Sundays) and scheduled County and Contractor holidays.

8.53 WAIVER

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

8.54 WARRANTY

Contractor warrants that all Services performed hereunder will comply with the provisions of this Contract, the Statement of Work, and any specifications related thereto. Further, Contractor warrants that all such Services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such Services are performed.

Contractor shall, within twenty-four (24) hours after oral or written notice from the County with the exception of County and scheduled Contractor holidays correct any and all defects, deficiencies, errors or omissions in Services rendered to the County. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the County.

8.55 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.56 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.58 TIME OFF FOR VOTING

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

9.0 UNIQUE TERMS AND CONDITIONS

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

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

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

9.2 PERFORMANCE REQUIREMENTS

If Contractor fails to meet the Contract requirements as specified in Attachment A, Statement of Work, Technical Exhibit I, Performance Requirements Summary (PRS) Chart hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of sub-paragraph 8.52, Termination for Default. This sub-paragraph 9.2 shall not in any manner restrict or limit County's right to terminate this Contract for convenience, per sub-paragraph 8.45.

9.3 CHILD/ELDER ABUSE/FRAUD REPORTING

Contractor staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four (24) hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

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

Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to County.

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

9.5 COMPLIANCE WITH REGULATIONS

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

1. California Welfare & Institutions Code

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

CONTRACTOR shall maintain all licenses required to perform the Contract.

CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

9.6 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and is available online at http://www.ladpss.org/dpss/contracts/pdf/ac_handbook_07_2000.pdf. Contractor shall comply with the requirements set forth in the Contract Accounting and Administration Handbook.

9.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

9.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall,

on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit F - Contractor's EEO Certification.

9.8 FISCAL ACCOUNTABILITY

9.8.1 Fiscal Policies/Procedures

Title 2, Code of Federal Regulations Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and related OMB Guidance.

9.8.2 Accounting

Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. Contractor should maintain its accounting system in accordance with Governmental Accounting Standards.

9.8.3 Commingling of Funds

Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of Contractor.

9.8.4 Allegations of Fraud and/or Abuse

In the event of allegations of fraud or abuse (fraud and abuse as it pertains to performing contractual services), as defined in appropriate services provisions and regulations, the County reserves the right to withhold ten (10) percent 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 Contract Administrator that withheld funds should be released to Contractor. Such written determination shall not supersede or replace the final report.

9.8.5 Disallowed Costs

Provided Federal or State program and funding laws and regulations do not prohibit, Contractor shall use all Contract funds for the benefit of the Community College CalWORKs program. In

addition, the Contractor shall expend funds on reasonable and allowable expenditures in providing the necessary Community College CalWORKs program services as specified in this contract. The County may withhold payments if Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS Contract that Contractor has with the County. The County shall require Contractor to pay and Contractor agrees to pay the full amount of Contractor liability to the County or the State for such audit exceptions as were caused by Contractor, upon demand by the County. The County shall notify the Contractor of any disallowed costs.

9.9 SHRED CONFIDENTIAL DOCUMENTS

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

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

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Director
Department of Public Social Services

Date

CONTRACTOR'S NAME:

By _____
Authorized Official's Name (Typed)
Authorized Official's Title (Typed)

Date

By _____
Authorized Official's Name (Typed)
Authorized Official's Title (Typed)

Date

CONTRACTOR TAX IDENTIFICATION NUMBER: _____

APPROVED AS TO FORM:

MARK J. SALADINO
COUNTY COUNSEL

By _____
Melinda White-Svec
Deputy County Counsel

Date

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	(E) GN 6011 – Notice of Termination Service Provider	
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*All exhibits referenced under Technical Exhibit VII will hereafter be referenced by the GAIN form number throughout the Statement of WORK.

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 GENERAL

1.1 SCOPE OF WORK

Except for those items listed in Section 2.0, County Furnished Items, hereunder, the Contractor shall provide all management/ administrative services, personnel, materials and other items or services necessary to provide coordination services for County referred CalWORKs Participants. Contractor must perform to the standards in Attachment A, Technical Exhibit I, Performance Requirements Summary (PRS) Chart, hereunder.

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

1.1.2 Contractor shall provide all necessary reports.

1.2 KEY COUNTY PERSONNEL

1.2.1 County Contract Administrator (CCA)

County will designate one (1) person who will act as the CCA for the County on all policies, procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA or alternate shall:

1.2.1.1 Have full authority to monitor the Contractor's performance in the daily operation of this Contract using the quality assurance procedures established in Attachment A, Technical Exhibit I, Performance Requirements Summary (PRS) Chart or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract.

1.2.1.2 Negotiate with the Contractor on changes in service requirements pursuant to this Contract, Paragraph 9.0, Standard Terms and Conditions and Changes and Amendment of Terms, sub-paragraph 9.1.

1.2.1.3 Ensure that technical standards and requirements of this Contract are met, and evaluate the Contractor's performance under this Contract.

1.3 KEY CONTRACTOR PERSONNEL

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

1.3.1 Contract Manager

Contractor shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified, in writing, prior to Contract start-up and at any time thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the Contract Manager or his/her alternate shall:

- 1.3.1.1 Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- 1.3.1.2 Be available to provide services to County Monday through Friday from 8:00 a.m. to 5:00 p.m., or any mutually agreed upon alternative schedule, excluding County and established and scheduled Contractor holidays.
- 1.3.1.3 Be able to read, write, speak, and understand English fluently.

1.3.2 Contractor shall provide a Contract Manager who is qualified to ensure all qualified professionals and clerical personnel complete the required tasks of this Contract.

1.4 QUALITY CONTROL PLAN

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of service throughout the term of this Contract. The QCP which is subject to approval or rejection by County shall be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. Revisions

will be due within ten (10) business days of CCA's request. The QCP shall include, but not be limited to, the following:

- 1.4.1** Method for assuring that professional staff rendering services under this Contract have the necessary college degrees/licenses and qualifying experience.
- 1.4.2** Method and frequency of monitoring to ensure that Contract requirements are being met.
- 1.4.3** Method for monitoring and evaluating work performed.
- 1.4.4** Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 1.4.5** Method of record retention of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the County upon request.
- 1.4.6** Method for providing continuing services to the County in the event of a strike of the Contractor's or Subcontractor's employees or any other emergency, including but not limited to natural disasters, such as earthquakes.
- 1.4.7** Method for ensuring that all Contractor reports provide acceptable data as required by this Contract.
- 1.4.8** Method for surveying participants on a regular basis to obtain feedback on services.
- 1.4.9** Monitoring methods to be used, such as:
 - 1.4.9.1 Random sampling;
 - 1.4.9.2 100% review;
 - 1.4.9.3 CalWORKs Participant complaints;
 - 1.4.9.4 CalWORKs Participant surveys; and
 - 1.4.9.5 Information, reports or data that may be provided by County.
 - 1.4.9.6 Information, reports or data provided by the Contractor.

1.5 HOURS OF OPERATION

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

2.0 COUNTY FURNISHED ITEMS

County shall provide:

2.1 MATERIALS

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

2.1.2 A list of the County observed holidays.

2.1.3 Appropriate County hiring guidelines for candidates with criminal convictions.

2.2 TRAINING

2.2.1 County will arrange for the Civil Rights biennial training of Contractor staff either by direct training by County trainers or through a train-the-trainer program as agreed upon by County and Contractor.

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

2.3 VIRTUAL PRIVATE NETWORK (VPN)

County shall issue VPN access to be used on hardware provide by Contractor and each Subcontractor (if applicable). Upon termination of

this Contract or at County's request, Contractor and each subcontractor shall terminate VPN access.

3.0 CONTRACTOR FURNISHED ITEMS

3.1 PERSONNEL

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

3.2 MATERIALS

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

3.2.2 Contractor shall post in Contractor's facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination In Services notices. The Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

3.3 FACILITIES, EQUIPMENT & SUPPLIES

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

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

3.3.3 Contractor shall provide supplies, unless otherwise specified in this Statement of Work, Section 2.0, County Furnished Items, necessary to perform all services required by this contract and adhere to all requirements imposed on Contractor by this Contract.

- 3.3.4** Contractor shall establish and maintain an inventory to include the following information when supplies/equipment is purchased with County funds:
- 3.3.4.1 Name and number of Contractor's contact person where equipment is located;
 - 3.3.4.2 Address where equipment is located;
 - 3.3.4.3 Type of equipment;
 - 3.3.4.4 Brand and model of equipment;
 - 3.3.4.5 County bar-code number on equipment (if applicable); and
 - 3.3.4.6 Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 3.3.5** Contractor shall update the equipment inventory on no less than an annual basis and shall provide County an updated Contractor's Equipment Control Form during the term of this Contract upon request.
- 3.3.6** Contractor shall request and receive prior authorization from County to purchase any piece of equipment in excess of \$5,000 that is necessary to perform all services required under this Contract.
- 3.3.7** Unless applicable federal or State law require otherwise, County shall be the sole owner of all rights, title, and interest in any and equipment purchased by Contractor with one hundred (100) percent of County funds.
- 3.3.8** Upon termination or expiration of this Contract, all Contractor equipment purchased with County funds and equipment provided by County (if applicable) shall be returned to County with an appropriate notice to Contractor.

3.4 **TRAINING**

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

3.5 CIVIL RIGHTS COMPLIANCE

In addition to complying with sub-paragraph 9.14 of the Contract, Compliance with Civil Rights Laws, Contractor shall comply with the Civil Rights requirements as directed by DPSS, which include, but are not limited to the following:

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

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

3.5.2.1 Ensuring that all staff paid under this contract, including the Directors/ Coordinators of the CalWORKs program attend the mandatory DPSS-provided Civil Rights training.

3.5.2.2 Effectively identifying the CalWORKs Participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar form the Contractor already has in place. See Exhibit P. (Note: Similar forms that the Contractor uses must be forwarded to DPSS for clearance).

3.5.2.3 Ensuring that the DPSS form, Complaint of Discriminatory Treatment (PA 607), is provided to CalWORKs Participants in their respective designated/preferred language when requested. The following form may be obtained from the following website: <http://www.ladpss.org/dpss/civilrights/forms.cfm>. If the website is unavailable, Contractor may contact the County's Civil Rights Hotline number at (562) 908-8501 to request the form.

3.5.2.4 Providing interpreters so that DPSS can ensure meaningful access to services for all CalWORKs Participants.

- 3.5.2.5 Maintaining records that include any Civil Rights related correspondence pertaining to CalWORKs Participants.
- 3.5.2.6 Ensuring that all complaints of discriminatory treatment, including alleged Americans with Disabilities Act (ADA) violations, are listed on an internal complaint log.
- 3.5.2.7 Collecting data necessary to monitor compliance with Civil Rights requirements.
- 3.5.2.8 Contractor must provide services without undue delay to non-English and limited English proficient participants using bilingual staff, AVAZA Language Line Services, or other DPSS approved translation services. Participants must not be required to provide their own interpreter at any time.

3.5.3 Contracted Language Services Providers

- 3.5.3.1 Contractor is required to have staff that speaks any language spoken by twenty (20%) percent or more of Contractor's enrollment (Primary Languages). Access to the language line, upon DPSS approval, is reserved for situations where the Contractor has participants who are Non-English/Limited English Proficient (NE/LEP), but the language these participants speak is shared by less than twenty percent of the Contractor's enrollment. The Contractor shall not use DPSS-provided language line in serving participants which primary language falls within twenty percent or more of the contractor's enrollment. The County shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and costs will be deducted from the Contractor's payment.
- 3.5.3.2 Contractor must document the participant's case record referencing usage of the language line services, the language in which the services were provided, and the nature of the information provided.
- 3.5.3.3 Contractor's representative is responsible for protecting its agency Access Code, Client ID, and the Over-The-Phone Interpreting telephone number from unauthorized use.
- 3.5.3.4 Contractor is required to complete the Language Line Services Phone Log (Exhibit R), and submit with the

college's MMR by the 20th calendar day of the month following the month in which the language line services were accessed to record and monitor usage.

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

3.5.5 Civil Rights Complaint Procedures

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

3.6 SECURITY FOR COMPUTER DATA SYSTEM EQUIPMENT (IF APPLICABLE)

If Contractor is utilizing any other DPSS developed and approved computer data system, Contractor shall provide all security measures to ensure that the DPSS computer system data is secured and maintained.

- 3.6.1** The Contractor may request access to the County Virtual Private Network (VPN) to access County designated and approved DPSS system data screens by submitting a request through the establish procedure set by DPSS.
- 3.6.2** Contractor must provide their own equipment and internet in order to access County designated and approved DPSS computer system data screens via VPN.
- 3.6.3** Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by County's User

policies and Employee Acknowledgment and Confidentiality Agreements. Contractor shall follow County policies by sharing the user policy with its employees, obtain signed User Agreements, obtain signed Employee Acknowledgment and Confidentiality Agreements and monitoring compliance.

3.6.4 Contractor must inform the County within one business day from the date the Contractor is notified that Contractor staff is no longer working under this contract to ensure access to the County data system is removed and VPN access revoked.

3.6.5 Contractor must maintain the security and integrity of the DPSS computer systems by having up-to-date DPSS User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

4.0 SPECIFIC TASKS

4.1 DEVELOPMENT ACTIVITIES

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

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

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

4.1.3.1 Introduction to the GAIN program including program components, program flow, CalWORKs Participant requirements and program goals.

4.1.3.2 Civil Rights and confidentiality requirements.

4.2 DIRECT SERVICES REQUIREMENTS

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

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

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

NOTE: Post-assessment activities will include the GN 6013 and GN 6014 attached to the GN 6390. The GN 6390 for participants in a SIP activity will not include the GN 6013 and GN 6014.

4.2.2 INTAKE/ORIENTATION

- 4.2.2.1 Contractor shall conduct a comprehensive intake process, which may take more than one scheduled appointment, for each referred CalWORKs Participant which does not duplicate County operations.

- 4.2.2.2 Contractor shall consider the cultural and linguistic background of the CalWORKs Participant in selecting and administering the Program to CalWORKs Participants.
- 4.2.2.3 Contractor shall accept all requests from the County to verify whether the CalWORKs Participant attended the scheduled orientation appointment.
- 4.2.2.4 Contractor shall perform the following:
 - 4.2.2.4.1 Contractor will ensure that students will receive orientation, assessment, educational planning, academic guidance, and follow up services to include tutoring referrals, probation counseling, and career counseling in accordance with the high standards set by the California Community College Chancellor's Office mandated through Senate Bill 1456, Student Success Act.
 - 4.2.2.4.2 Contractor will ensure that the educational plan that is developed is in accordance with the student's program of study as indicated in the County's referral form (GN 6006) and/or GN 6014.

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

Contractor shall:

- 4.2.3.1 Check to ensure the GN 6013 and GN 6014 are attached to the GN 6006/ GN 6006-1.
- 4.2.3.2 Make every effort to contact the County to request the GN 6013 and GN 6014, if the forms are not attached to the GN 6006/ GN 6006.
- 4.2.3.3 Refer the Participant back to the GSW if the GN 6006 referral form does not indicate the program to which the Participant is being referred and the GN 6014 is not attached.

- 4.2.3.4 Ensure the Participant's education plan is consistent with the program indicated on the referral form.
- 4.2.3.5 Complete the referral form as required by GAIN Policy.
- 4.2.3.6 Attach the Participant's class schedule to the completed referral form.
- 4.2.3.7 Return the referral form, along with the class schedule to the Participant and forward copies to the assigned GSW via email or the Participant within ten (10) business days from the date CalWORKs counselor/advisor appointment is completed or notify the County as to the status of the referral form if the form cannot be returned within ten days.
- 4.2.3.8 Retain a copy of the completed form in the Participant's file.

4.2.4 RECOMMENDED STUDY TIME (POST-ASSESSMENT ACTIVITIES ONLY)

- 4.2.4.1 Contractor shall submit a written statement to recommend the amount of study time. (Recommended study time does not apply to SIPs.)
- 4.2.4.2 Contractor must ensure that the recommended study hours are consistent with the Contractor site's policy of recommended study hours that apply to all students attending the Contractor's site regardless of being a CalWORKs Participant.
- 4.2.4.3 Written statement includes any of the following:
 - 4.2.4.3.1 A letter on the school's letterhead or stamped with the Contractor's CalWORKs Program stamp indicating the amount of recommended study time; and the printed name, signature

and contact information of school official who recommends the study time; or

4.2.4.3.2 A copy of the school catalog's page indicating clearly the recommended study time; or

4.2.4.3.3 A distinctive Contractor's CalWORKs Program stamp verifying that the hours indicated on the document, are consistent with the Contractor's site policy of recommended study hours.

4.2.4.4 Retain a copy of the written statement indicating the amount of recommended study time in the Participant's file and provide the Participant with the written statement and forward a copy to the assigned GSW.

4.2.5 ATTENDING MULTIPLE SCHOOLS

Contractor who is identified as the additional school shall:

4.2.5.1 Check to ensure the GN 6013 and GN 6014 are attached to the GN 6390, Attending Multiple Schools form if the Participant is in a post-assessment activity (VOC, JST, REM).

4.2.5.2 Make an effort to contact the County to request the GN 6013 and GN 6014, if the forms are not attached to the GN 6390 for a Participant in a post-assessment activity.

4.2.5.3 Complete the referral form(s) as required by GAIN policy.

4.2.5.4 Attach the Participant's class schedule to the completed GN 6390.

4.2.5.5 If it is unclear that the course(s) taken at the additional school is consistent with the Participant's approved WtW program as indicated on the GN 6390, notify the assigned GSW.

4.2.5.6 Return of the GN 6390 along with the class schedule to the Participant and forward copies to the assigned GSW

within ten (10) business days from the date received or notify the County as to the status of the GN 6390 and class schedule if the copies cannot be returned within ten (10) business days.

- 4.2.5.7 Retain a copy of the completed form in the Participant's file.

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

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

Contractor shall:

- 4.2.6.1 Properly complete the GN 6005A as required by GAIN policy for Participants in a potential SIP activity.
- 4.2.6.2 Attach the Participant's class schedule to the completed GN6005A.
- 4.2.6.3 Return the GN 6005A along with the class schedule to the Participant and forward copies to the assigned GSW within ten (10) business days from the date the CalWORKs counselor/advisor appointment is completed or notify the County as to the status of the form if it cannot be returned within ten (10) business days.
- 4.2.6.4 Retain a copy of the completed form in the Participant's file.

4.2.7 GN 6365, MONTHLY ATTENDANCE REPORT

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

- 4.2.7.1 Retain a copy of the completed and verified GN 6365 in the Participant's file.

- 4.2.7.2 Return the current GN 6365 to the Participant and forward a copy to the assigned GSW within ten (10) business days from the date received by the Contractor.
- 4.2.7.3 Contractor shall complete and return past months' Monthly Attendance Reports (GN 6365) to the County as soon as practical.

4.2.8 GN 6070, PROGRESS REPORT

Contractor shall:

- 4.2.8.1 Determine that the Participant's progress and attendance are satisfactory based on the Contractor's site standards.
- 4.2.8.2 Properly complete the GN 6070 as required by GAIN policy and report the Participant's progress in the overall program using the standards of progress established by the Contractor's site.
- 4.2.8.3 Retain a copy of the completed GN 6070 form in the Participant's file.
- 4.2.8.4 Return the GN 6070 to the Participant and forward a copy to the assigned GSW within ten (10) business days from the date received by the Contractor.

4.2.9 SUPERVISED STUDY TIME

- 4.2.9.1 Contractor shall submit a document verifying supervised study time.
- 4.2.9.2 The document shall include:
 - 4.2.9.2.1 The amount of supervised study time hours;
 - 4.2.9.2.2 The printed name, signature and contact information of school official who supervised the study time; and
 - 4.2.9.2.3 The Contractor's CalWORKs Program stamp.
- 4.2.9.3 Provide the Participant with the supervised study time document and inform the Participant to attach it to the GN 6365.
- 4.2.9.4 Retain a copy of the Supervised Study Time document in the Participant's file.

- 4.2.9.5 Forward a copy of the supervised study time document to the assigned GSW along with the GN 6365.

4.2.10 TUTORING SERVICES FOR CalWORKs PARTICIPANTS

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

4.2.11 EXTENSION OF EDUCATIONAL PROGRAM

When the Contractor becomes aware of the need for an extension based on the education program and/or as requested by the GSW, the Contractor shall review the CalWORKs case to determine if the extension is, in fact, needed. If an extension of the approved program is needed, the Contractor shall notify the GSW immediately.

4.2.12 COORDINATING EFFORTS

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

4.2.13 NOTIFICATION OF EXITING PROGRAM OR DROPPED CLASS

Contractor shall notify the GSW within five (5) business days of becoming aware that the participant is no longer enrolled at the college or has dropped below his/her reported units and/or hours via email or the GN 6007.

4.2.14 WRITTEN POLICIES

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

- 4.2.14.1 An intention to work with DPSS on employer-based education/training programs; and

- 4.2.14.2 Programs that reflect partnership/collaboration with local Workforce Investment Boards, One-stop Centers, Department of Labor grantee agencies.

4.2.15 FEDERAL/STATE AUDITS

Contractor shall assist County with providing necessary verification and documentation of enrollment in conjunction with CalWORKs participation hours reported via the GN 6365 for County referred CalWORKs Participants whose cases have been randomly selected for Federal/State audits.

4.2.16 POST-TIME LIMITED PARTICIPANTS

Contractor shall serve participants who are considered to be Post Time-Limited (PTL).

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

4.2.17 ACADEMIC PROBATION RATE

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

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

4.3 PROGRAM COMPLAINTS PROCEDURES

- 4.3.1 Contractor shall submit program policy and procedure complaints or inquiries according to the chain of command established by the County.
- 4.3.2 Contractor shall provide the County with the case name, case number and state the specific case issue(s) in the complaint or inquiries submitted to the County.

4.4 OPERATIONAL SUPPORT

- 4.4.1 Contractor shall provide comprehensive financial services. Such services shall include, but are not limited to, the following:
- 4.4.1.1 Maintenance of Contractor's financial records
 - 4.4.1.2 Submission of monthly fiscal reports to County;
 - 4.4.1.3 Disbursement of funds to Subcontractors (if applicable);
 - 4.4.1.4 Monitoring of Subcontractors (if applicable) and implementation of corrective action as necessary; compliance with applicable fiscal monitoring and audit requirements.

4.5 REPORTING TASKS

- 4.5.1 Contractor shall provide reports as required by the County concerning activities as they affect the Contract duties and purposes contained herein.
- 4.5.2 Contractor shall complete a Monthly Management Report (MMR), (see Attachment A, Technical Exhibit II). The MMR shall be submitted to the CCA and the GAIN Program Community College Liaison by the twentieth (20th) calendar day of each succeeding month.
- 4.5.3 Contractor shall provide to County, at the end of each fiscal year, the number of unduplicated CalWORKs Participants for the entire fiscal year that: 1) were referred, 2) exited from the program

including the reason for being exited, 3) had a cumulative Grade Point Average (GPA) less than 2.0, 4) attended the Contractor's site as the multiple school, and 5) referred to tutoring services by the Contractor's CalWORKs program.

4.6 PERFORMANCE OUTCOME MEASURES

Contractor shall meet the following performance outcomes:

- 4.6.1** 95 percent of completed referral forms must be submitted to DPSS within seven to 10 workdays of receipt.
- 4.6.2** 95 percent of completed monthly attendance and progress reports must be submitted to DPSS within seven to 10 workdays of receipt.
- 4.6.3** 95 percent of Los Angeles county CalWORKs students who request tutoring assistance must be referred to tutoring service within three workdays of request.
- 4.6.4** Maintain an academic probation rate of no more than twenty percent (20%) of the Contractor's Los Angeles CalWORKs student population. This rate shall be calculated based on the total number of Los Angeles CalWORKs students reported relative to the Fall 2015 college semester and the number of those students with a cumulative GPA lower than 2.0.
- 4.6.5** If the academic probation rate exceeds twenty percent (20%) of the Contractor's Los Angeles CalWORKs student population, the Contractor shall reduce the number of Los Angeles CalWORKs students on academic probation (cumulative GPA that is less than 2.0) by five percent (5%) annually or until the number of Los Angeles CalWORKs student population with a cumulative GPA less than 2.0 amounts to twenty percent (20%) or less of the Contractor's Los Angeles CalWORKs population.
 - 4.6.5.1** Contractor shall provide the Los Angeles County CalWORKs population count for the Fall 2015 semester and the number of Los Angeles CalWORKs students with a cumulative GPA below 2.0 no later than March 1, 2016.
 - 4.6.5.2** Contractor shall provide subsequent Fall term data on the number of Los Angeles County CalWORKs students with a cumulative GPA below 2.0 no later than March each contract term commencing March 2016. Fall 2016 data

will be compared to fall 2015 data to determine the reduction of the number of Los Angeles County CalWORKs students with a cumulative GPA below 2.0 and will be compared annually to the previous Fall term data to determine the annual reduction.

4.6.6 Contractor shall perform the services in this Statement of Work, including, but not limited to, subsection 4.1 and 4.2 above, in a manner so as to ensure that ninety-five (95%) percent of CalWORKs Participants surveyed by County indicate that the services in subsection 4.2 assisted them in completing their educational program (the course of study the CalWORKs Participant is enrolled in) at Contractor's site.

4.6.7 Contractor shall ensure that the services in subsection 4.2, above, result in the effective tracking and reporting of enrollment, progress and course/program completion of the CalWORKs Participants enrolled at Contractor's site.

5.0 PERFORMANCE REQUIREMENT SUMMARY (PRS)

5.1 INTRODUCTION

The PRS lists the required services which will be monitored by the County during the term of this Contract. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, the County's preferred method of monitoring, and deduction which may be made from Contract payment if the service is not satisfactorily provided.

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

Because the provision of Community College CalWORKs Program Services to CalWORKs Participants is of vital importance to the mission of DPSS, the COUNTY expects a high Standard of Contractor's performance. COUNTY will work with Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation from acceptable Standard should occur. However, it is Contractor's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

5.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

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

- 5.2.1** Provides the Section or sub-section referenced (Column 1 of chart) and/or the Paragraph or sub-paragraph referenced.
- 5.2.2** Defines the Standard of performance for each required service (Column 3 of chart).
- 5.2.3** Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses a fiscal deduction (Column 4 of chart).
- 5.2.4** Indicates fiscal deductions to be assessed for exceeding the AQL, for each listed Contract requirement (Column 6 of chart).

5.3 QUALITY ASSURANCE

- 5.3.1** County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Contractor's performance will be compared to this Contract's Standards and AQLs using the County's Contract Monitoring Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract (refer to Paragraph 9.0, sub-paragraph 9.39,

Liquidated Damages herein above, and in Attachment A, Technical Exhibit I, Performance Requirements Summary (PRS) Chart, hereunder.

- 5.3.2** Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report, Attachment A, Technical Exhibit III, is issued, and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.
- 5.3.3** Action items from any Performance Evaluation meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, s/he shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.
- 5.3.4** Upon advance notice, either the County or Contractor may make an auditory recording of the Performance Evaluation Meeting.
- 5.3.5** County may use a variety of inspection methods to evaluate Contractor's performance. The methods of monitoring that may be used include:
- Random sampling [for random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin].
 - One hundred (100%) percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor's performance.
 - Review of reports and files maintained by the Contractor.
 - On-site evaluations and monitoring.
 - Evaluation of complaints.

- CalWORKs Participants and end user surveys.

5.4 CONTRACT DISCREPANCY REPORT (CDR)

Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible, whenever a Contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a time period mutually agreed upon by the County and the Contractor.

Performance of a required service is considered acceptable when the number of discrepancies found during Contract monitoring do not exceed the number of discrepancies allowed by the AQL. The CCA will issue a formal Contract Discrepancy Report when the performance is unacceptable. Upon receipt of the document, the Contractor is required to respond, in writing, to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. The CDR will require the Contractor to explain, in writing, the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days. The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed. The CDR format is shown in Attachment A, Technical Exhibit III.

5.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

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

The random sampling plan includes the following information:

- Acceptable Quality Level (AQL)* – A minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance.
- Lot Size* - the total number of units or services to be provided monthly.
- Sample Size* - the number of units or services to be checked for a given time period.

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

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

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

5.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of fiscal deductions, Contractor must, within a time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

5.7 UNSATISFACTORY PERFORMANCE REMEDIES

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

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

5.7.2 Reduce payment to Contractor by a computed amount based on the deduction(s) in the Performance Requirements Summary Chart.

5.7.3 Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

5.7.4 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute

authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This Section does not preclude County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Paragraph 8.45 of this Contract, sub-paragraph 8.45.1, Termination for Convenience, herein above.

PERFORMANCE REQUIREMENT SUMMARY CHART - COMMUNITY COLLEGE CalWORKs PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p><u>Exhibit A, Statement of Work (SOW), Section 1.4 - Quality Control Plan (QCP)</u></p>	<p>Contractor provides QCP and any subsequent revisions upon CCA request.</p> <p>Contractor maintains QC review records and provides upon CCA request.</p>	<p>QC Plan received by CCA on Contract start date.</p> <p>Revised QC plans received by CCA within 10 business days of request by CCA.</p> <p>File of QC review records maintained.</p>	<p>100%</p> <p>100%</p>	<p>Review of plan and revised plans</p> <p>Periodic review of records</p>	<p>\$50.00 per day late and/or any of the remedies indicated in the SOW, Section 5.0 Performance Requirement Summary, subsection 5.7</p> <p>\$50.00-per item deficient and/or</p> <p>\$50.00-per incident</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p><u>Contract, sub-paragraphs 8.7, 9.3 and 9.7, Complies with all laws such as Child/Adult Abuse Reporting Responsibilities and EEO & Nondiscrimination Notices</u></p>	Instances of abuse reported.	Instances of abuse reported timely.	100%	Review of records	\$50.00-per incident
	Notices posted.	<p>On site review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees.</p> <p>Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures required to perform the duties of this Contract.</p> <p>Contractor shall maintain all licenses required to perform the Contract.</p>	100%	<p>User complaint and/or on-site investigation</p> <p>On site monitoring</p> <p>Periodic review of records</p>	<p>\$100.00 per incident</p> <p>\$100.00 per incident</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<u>Exhibit A, SOW, Section 1.3</u> - Key Contractor Personnel	Provide, at Contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	100%	Notification by U.S. mail, e-mail, or telephone.	\$50.00 per day for late notification and/or any of the remedies indicated in the SOW, Section 5.0 Performance Requirement Summary, subsection 5.7
<u>Contract, sub-paragraph 8.11</u> , Consideration of Hiring GAIN/GROW Participants	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Report all job offerings with job requirements to GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.	100%	Periodic review of records.	\$50.00 for each failure to comply with CCA requests.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<u>Contract, sub-paragraph 7.6, Confidentiality.</u>	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of Agreement in Contractor files. Contractor maintains confidentiality in accordance with all applicable laws, regulations, rules, policies, etc.	100%	Periodic review of records	\$100.00 per incident.
		Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.	100%	Periodic review of records.	\$50.00 per incident
		Contractor, its employees and non-employees performing services covered by this Contract shall sign and adhere to the provisions of the Contractor Employee Acknowledgement and Confidentiality Agreement (see Attachment C).	100%		

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p><u>Contract, Paragraph 5.0 and Exhibit A, SOW, Section 4.4.1 and Section 4.5</u></p> <p>Prepare and send Monthly Invoices, Quarterly Reconciliation Invoices, Monthly Management Reports (MMR), Monthly Attendance Report and any requested Report.</p>	<p>Timely Invoices and Reports submitted.</p>	<p>Accurate Monthly Invoice and MMR received by the 15th calendar day following the report month.</p> <p>Accurate Quarterly Reconciliation Invoice received by the 30th calendar day following the end of the quarter.</p> <p>Reports received by the request date.</p>	<p>5 days after the due date</p>	<p>Review of Invoices and reports</p>	<p>\$50.00 after the 5th day late, however, \$100.00 after the 10th day late and/or any of the remedies indicated in the SOW, Section 5.0 Performance Requirement Summary, subsection 5.7</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<u>Exhibit A, SOW, Section 4.1 Development Activities</u>	<p>Recruit and maintain sufficient staff for ongoing services.</p> <p>Ensure that staff performing work under this Contract, receives all necessary training.</p>	<p>Maintain sufficient staff coverage in all contracted community college sites so that there is no backlog in the delivery of services.</p> <p>100% of staff performing work under this Contract attends required training.</p>	<p>100%</p> <p>97%</p>	<p>Participant complaints and review of MMR</p> <p>Review of training logs</p>	<p>\$100.00 for each instance</p> <p>\$100.00 for each percentage point above the AQL and/or any of the remedies indicated in the SOW, Section 5.0 Performance Requirement Summary, subsection 5.7</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p><u>Contract sub-paragraph 8.6 and 9.7, Exhibit A, SOW, Section 3.5 – Complaints, Compliance with Civil Rights Laws and Civil Rights Complaints Procedures</u></p>	<p>Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints.</p> <p>Contractor must provide assistance to the CalWORKs Participant with completion of the PA 607 (Complaint of Discriminatory Treatment) form, maintain a log of civil rights complaints, forward all PA 607s within 2 days to CCA and not attempt to investigate Civil Rights complaints.</p> <p>Contractor shall comply with all Civil Rights Laws as specified in sub-paragraph 9.7 of the Contract.</p>	<p>Submit within 15 business days after Contract effective date policy on complaints.</p> <p>Provide updates to plans on a timely basis.</p> <p>Notify CCA of status on investigations within 5 days of receiving complaints.</p> <p>Provide CCA copies of all responses to complaints within 3 business days.</p> <p>Contractor shall ensure that all Contractor’s staff paid under this contract including Directors/ Coordinators of the CalWORKs program, attend the Civil Rights training, identify CalWORKs Participants designated language, provide and assist CalWORKs Participants with completing a PA 607 in the participants primary language, and ensure all complaints are listed on the internal complaint log.</p>	<p>100%</p> <p>100%</p> <p>100%</p>	<p>Periodic review of records</p> <p>Periodic review of records</p> <p>Periodic review of records</p>	<p>\$100.00-for each substantiated complaint</p> <p>\$100.00 per incident</p> <p>\$100.00 per incident</p>
<p>Community College CalWORKs Program (07/01/15)</p>					<p>Page 94</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW, <u>sub-sections 4.2.1 – 4.2.17</u> Direct Service Requirements- Service Provisions	Contractor shall provide services, including any necessary assessment, case file management and timely reporting to case managers.	Contractor shall establish and execute an efficient intake procedure, assess/evaluate existing vocational information to ensure that appropriate instructional services are not duplicated, create acceptable files for each CalWORKs Participant.	95%	Site visits and review of randomly selected CalWORKs Participant cases	\$50.00 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0 Performance Requirement Summary, subsection 5.7
Exhibit A, SOW <u>sub-section 4.2.3,</u> Direct Service Requirements- Service Provisions	Contractor must complete the GN 6006/GN 6006-1, and develop an educational plan that is consistent with the Participant's program of study as indicated on the County's referral form.	Contractor must ensure the Participant's educational plan is consistent with the Participant's program of study as indicated on the County's referral form.	100%	Site visits and review of randomly selected CalWORKs Participant cases	\$50.00 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0 Performance Requirement Summary, subsection 5.7
Exhibit A, SOW <u>sub-sections 4.2.7 and 4.2.8</u> Direct Service Requirements - Service Provisions	Contractor must complete the current GN 6365 and the GN 6070 report within 10 workdays of receipt.	Contractor must complete required reports for all County referred CalWORKs Participants within the specified timeframe. File copies of form in permanent file with copy of submittal confirmation.	95%	Site visits and review of randomly selected CalWORKs Participant cases	\$50.00 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0 Performance Requirement Summary, subsection 5.7

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW <u>sub-sections 4.2.3, 4.2.5, and 4.2.6</u> Direct Services Requirements- Service Provisions	Contractor must complete the GN 6006, GN 6005A or GN 6390 as required by GAIN policy and return the forms to the County within the timeframe specified.	Contractor must complete the required forms for all County referred CalWORKs participants.	95%	Site visits and review of randomly selected CalWORKs participant cases	\$50.00 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0, Performance Requirement Summary, subsection 5.7
Exhibit A, SOW <u>Sub-section 4.2.10</u> Direct Service Requirements – Service Provisions	Contractor must assist CalWORKs participants with accessing tutoring services within three business days of the student's request.	Contractor must refer CalWORKs participants to tutoring services upon the participants' request within three business days.	95%	Site visits and review of randomly selected CalWORKs Participant cases	\$50.00 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0 Performance Requirement Summary, subsection 5.7
<u>Exhibit A, SOW Sub-section 4.2.15.</u> Direct Services Requirements - Service Provisions	Contract must complete the required reports and provide verification for all County-referred CalWORKs Participants within the specified timeframe for cases selected for work participation rate audits.	Contractor must complete required reports for all County referred CalWORKs Participants within the specified timeframes and provide verification for cases selected for work participation rate audits. File copies of form in permanent file.	95%	Site visits and review of randomly selected CalWORKs participant cases	\$50.00 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0, Performance Requirement Summary, subsection 5.7

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<u>Exhibit A, SOW</u> <u>sub-section 4.2.17</u> Academic Probation Rate- and <u>4.6</u> Performance Outcome Measures	Contractor must maintain an academic probation rate of no more than twenty percent (20%) of the Contractor's Los Angeles CalWORKs student population or make continual improvements of the academic probation rate of Los Angeles CalWORKs students.	Contractor must maintain an academic probation rate of Los Angeles CalWORKs students of twenty percent (20%) or less or reduce the academic probation rate of the Los Angeles County CalWORKs students with a cumulative GPA below 2.0 by five percent (5%) percent annually or until the academic probation rate is twenty percent (20%) or less of the Contractor's Los Angeles CalWORKs population.	95%	Review of MMR data.	\$100.00 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0 Performance Requirement Summary, subsection 5.7
<u>Exhibit A, SOW</u> <u>sub-section 4.6.5.1 and 4.6.5.2</u> Performance Outcome Measures	Provide Academic Probation Rate Report Annually	Contractor shall provide Fall semester data no later than March 1 st of each contract year.	5 days after due date.	Review of data.	\$50.00 after the 5th day late, however, \$100.00 after the 10th day late and/or any of the remedies indicated in the SOW, Section 5.0 Performance Requirement Summary, subsection 5.7

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p><u>Exhibit A, SOW, sub-section 4.6.6 and 4.6.7- Performance Outcome Measures</u></p>	<p>Contractor shall provide services that impact the measurable outcomes.</p>	<p>Contractor shall ensure that services in Section 4.1, Development Activities and 4.2, Direct Services Requirements, result in</p> <ol style="list-style-type: none"> 1) 95% of CalWORKs Participants surveyed by County indicate that services received assisted them in completing their education program and 2) the effective tracking and reporting of enrollment, progress and course/program completion of the CalWORKs Participants enrolled at CONTRACTOR's site by completing all the required forms. 	<p>100%</p>	<p>Review of MMR and invoice, site visit and CalWORKs Participants' files</p>	<p>\$100.00 for each measure not met</p>

**COMMUNITY COLLEGE CALWORKS PROGRAM
MONTHLY MANAGEMENT REPORT**

Select College

Contact Person

Enter Your Name Here

Report Month

Phone Number

Email

Categories		Total No.
1	LA County referred CalWORKs Participant ¹ served in the office during this report month ²	
2	Unduplicated LA County referred CalWORKs Participants enrolled through to the last day of this report month	
3	Unduplicated intake appointments completed for new LA County CalWORKs participants this report month ³	0
4	Monthly Attendance Reports received this report month	
5	Monthly Attendance Reports completed this report month	
6	Progress Reports received this report month	
7	Progress Reports completed this report month	
8	Unduplicated LA County CalWORKs Participants referred to tutoring services this report month	
9	Unduplicated LA County CalWORKs Participants attending this college as the additional school and being served in the office during the report month ⁴	
10	LA County CalWORKs Participants who successfully completed the program and exited this report month ⁵	

1. LIST OF NEW LA COUNTY CalWORKs PARTICIPANTS WHOSE INTAKE APPOINTMENT WAS COMPLETED THIS REPORT MONTH

	CalWORKs Participant Name	Case Number	Component	Course of Study	Intake Appointment Date	Class Start Date ⁶	Expected Program End Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

**COMMUNITY COLLEGE CALWORKS PROGRAM
MONTHLY MANAGEMENT REPORT**

2. LIST OF LA COUNTY CalWORKs PARTICIPANTS WHO EXITED WITHOUT COMPLETING PROGRAM THIS REPORT MONTH

	CalWORKs Participant Name	Case Number	Exit Date	Reason for Exit
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

3. ACADEMIC PROBATION RATE FOR LA COUNTY CalWORKs PARTICIPANTS

Fall 2015	No.
Total LA County's CalWORKs Population	
Total LA County's CalWORKs Population below a 2.0 GPA	

Select Fall Term	No.
Total LA County's CalWORKs Population below a 2.0 GPA	

4. RECOMMENDATIONS FOR IMPROVING SERVICES/PROCESSES AND OTHER SUCCESS OUTCOMES (OPTIONAL)

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA _____ Date _____

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

Signature of Contract Manager _____ Date _____

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of QAE/CCA _____ Date _____

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

CCA's Signature and Date

Contract Representative's Signature and Date

COMPLAINT OF DISCRIMINATORY TREATMENT

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

CASE NAME: _____

CASE NUMBER: _____

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

I believe I was discriminated against because of my:

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

DATE OF OCCURRENCE: _____

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

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

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

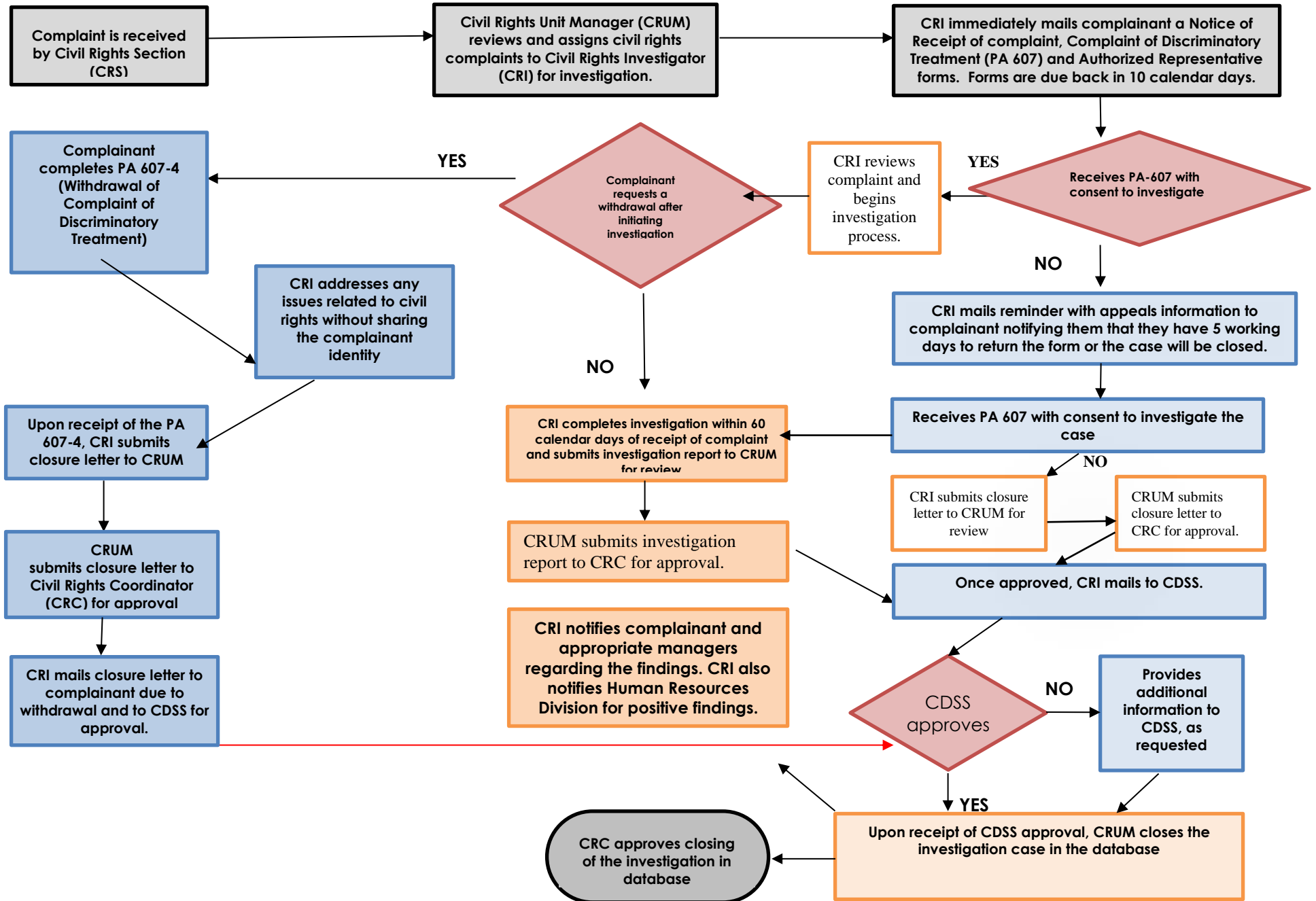
Initial on the line above if you give consent. **CONSENT GRANTED** – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation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

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

(SIGNATURE) (DATE) ADDRESS: _____

PA – 607 (REVISED 06/11) TELEPHONE: _____

Department of Public Social Services Civil Rights Complaint Investigation Process



Community College CalWORKs Program Participant Survey

COLLEGE: _____ **DATE** _____

Name/Case # (optional) _____

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

1. How useful are the services provided by your college's CalWORKs office to you?
 - Useful
 - Some Impact
 - Not useful

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

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

3. From 1 to 5 (**1 being the most important to you** and **5 the least important to you**) rank the most important service that your college's CalWORKs provides.
 - Timeliness of getting GAIN forms completed and available for pick-up.
 - College's CalWORKs staff following-up to learn if additional assistance or resources are needed.
 - Availability of college's CalWORKs staff to assist you in resolving issues.
 - Availability of appointments.
 - Other: _____

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

POST-TIME LIMIT SERVICES REQUEST/WAIVER

Participant Name _____ Case Number _____ PID _____

GSW Name _____ File Number _____ Phone # _____

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

My GAIN Services Worker:

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

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

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

Check a box for each service that you need:

Services Requested

<input type="checkbox"/> Child Care <input type="checkbox"/> Housing Relocation <input type="checkbox"/> Job Readiness <input type="checkbox"/> Job Intern <input type="checkbox"/> Transportation <input type="checkbox"/> Continue in Active Component	<input type="checkbox"/> Child Support <input type="checkbox"/> Homeless Prevention <input type="checkbox"/> Disabled Adults/Adults with Limitations <input type="checkbox"/> Learning Disability Screening <input type="checkbox"/> Other Services _____ <div style="text-align: right; font-size: small;">(Specify)</div>
---	--

Referrals for Specialized Supportive Services

<input type="checkbox"/> Clinical Assessment <input type="checkbox"/> Substance Abuse	<input type="checkbox"/> Mental Health Counseling <input type="checkbox"/> Domestic Violence Services
--	--

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

Participant Signature _____ Date _____

GAIN Services Worker Signature _____ Date _____

Filing: Permanent
Original: Participant
Copy: GPRF

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

SECTION I – PARTICIPANT INFORMATION *(May be completed by participant and/or DPSS)*

DPSS OFFICE		ADDRESS		GSW NAME		FILE NUMBER	
				TELEPHONE NO. () () ()		FAX NO. () () ()	
PARTICIPANT NAME (last, first, middle)			DOB		CASE #		TELEPHONE NO. () () ()
STREET ADDRESS				CITY		ZIP CODE	
CHECK WELFARE-TO-WORK ACTIVITY: <input type="checkbox"/> SCHOOL/TRAINING <input type="checkbox"/> MH/SA SERVICES <input type="checkbox"/> WORK EXPERIENCE <input type="checkbox"/> COMMUNITY SERVICES <input type="checkbox"/> OTHER: _____							

I, _____ authorize my school/institution/MH/SA provider, etc. to release the following information to _____ and _____
(PARTICIPANT/STUDENT'S NAME) (DPSS OFFICE)
declare under penalty of perjury that the information contained on this page is true and correct to the best of my knowledge.

PARTICIPANT/STUDENT SIGNATURE: _____ DATE: _____

SECTION II – WELFARE-TO-WORK ACTIVITY INFORMATION *(Must be completed by school/agency/organization)*

NAME OF SCHOOL/PROVIDER/ORGANIZATION WHERE EDUCATION/TRAINING /WTW ACTIVITY IS BEING COMPLETED			TELEPHONE NO. () () ()		
STREET ADDRESS		CITY		ZIP CODE	
WTW ACTIVITY ATTENDING		DATE WTW ACTIVITY BEGAN		DATE WTW ACTIVITY ENDS	

FOR SIP ELIGIBILITY DETERMINATION: (NOTE: SIP DETERMINATION BY GAIN ONLY)

DEGREE/CERTIFICATION PROGRAM (CURRENT INSTITUTION)		PROGRAM REGISTRATION DATE		PROGRAM/CLASS START DATE		EXPECTED COMPLETION/TRANSFER DATE	
EXPECTED TO TRANSFER <input type="checkbox"/> Yes <input type="checkbox"/> No		EXPECTED COMPLETION DATE OF PROGRAM (AFTER TRANSFER)				ULTIMATE DEGREE MAJOR	
A. Is the participant enrolled in a Degree, Certificate, or Training program <u>or</u> a post-baccalaureate California teaching credential major at this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No							
B. Is the participant making satisfactory progress in the program? (MH/SA providers DO NOT answer) <input type="checkbox"/> Yes <input type="checkbox"/> No							

Check here if participant is on a variable schedule. Please note that for families on a variable schedule, additional information may be required on a monthly basis.

If participant has a set schedule, please indicate the exact in and out hours of their class/activity. **Schools may attach a printout, if available. If no printout is available, please specify below.**

	DAY	START TIME	END TIME	COMPLETE THESE SECTIONS ONLY FOR SCHOOL/TRAINING	
				COURSE NAME / LAB / WORK STUDY / INTERNSHIP	UNITS/HOURS
1.					
2.					
3.					
4.					
5.					
TOTAL HOURS:					

SIGNATURE OR STAMP OF AUTHORIZED REPRESENTATIVE OF SCHOOL/AGENCY/ORGANIZATION _____ DATE _____
X

NAME _____ TITLE _____

PLEASE RETURN FORM TO THE DPSS OFFICE LISTED IN SECTION I EITHER BY MAIL, IN PERSON, OR VIA FAX

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

SERVICE PROVIDER REFERRAL

GAIN REGIONAL OFFICE	

PARTICIPANT NAME	

CASE NUMBER/PID/AID	DATE:

DEAR

YOU HAVE AN APPOINTMENT ON _____ AT _____ TO:

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

YOUR APPOINTMENT IS WITH:

LOCATED AT:

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

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

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

INFORMATION FOR THE SERVICE PROVIDER

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

GN 6006 (12/2012)

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

GN 60061 (12/2012)

NOTIFICATION OF CHANGE FROM SERVICE PROVIDER

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

SECTION A - ENROLLMENT DATE/GAIN ACTIVITY START DATE INFORMATION

Enrollment date rescheduled to _____

Activity start date rescheduled to _____

Enrollment not completed. Explain: _____
Rescheduled to _____

Other enrollment/start date information _____

SECTION B - CHANGE IN CLASS/TRAINING/SERVICE SCHEDULE

CLASS/TRAINING/SERVICE HOURS							
SUBJECT	UNITS/HOURS	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		am/pm	am/pm	am/pm	am/pm	am/pm	am/pm
		am/pm	am/pm	am/pm	am/pm	am/pm	am/pm
		am/pm	am/pm	am/pm	am/pm	am/pm	am/pm
		am/pm	am/pm	am/pm	am/pm	am/pm	am/pm
		am/pm	am/pm	am/pm	am/pm	am/pm	am/pm

SECTION C - ASSESSMENT INFORMATION

Assessment appointment date rescheduled to _____

Assessment not completed. Explain: _____
Rescheduled to _____

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

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

SERVICE PROVIDER CANCELLATION/STOP NOTICE

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

DEAR SERVICE PROVIDER:

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

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

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

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

AT

GAIN CASE MANAGER

TELEPHONE NUMBER

GAIN VOCATIONAL/CAREER ASSESSMENT DISPOSITION

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

**GAIN VOCATIONAL ASSESSMENT SUMMARY
AND EMPLOYMENT PLAN**

PARTICIPANT INFORMATION

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

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

Occupational Title: _____ OES: _____ Demand Occ.

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

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

Specific Objectives (Recommended steps to attain employment goal 1)

- _____
- _____
- _____
- _____
- _____

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

Occupational Title: _____ OES: _____ Demand Occ.:

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

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

Specific Objectives (Recommended steps to attain employment goal 2)

- _____
- _____
- _____
- _____
- _____

GN 6014

GAIN VOCATIONAL ASSESSMENT SUMMARY AND EMPLOYMENT PLAN

PARTICIPANT INFORMATION

Participant Name:

Case Number/PID:

TEST RESULTS/COMMENTS

- A. Language used in the Assessment per participant request: _____ Interpreter utilized: YES NO
- B. Education and Training History:
- C. Previous Work History:
- D. Reading and Mathematics Test Results:
- E. Other Test Results
- F. Supportive Services Recommended:
- G. Others (Assessor's Notes):

SIGNATURES/INFORMED CHOICE: I have received a copy of my vocational assessment results and the recommended employment plan. My vocational assessor has explained to me and reviewed the following: 1) the contents of my employment plan, and 2) the availability of jobs (labor market) for my chosen employment goals. My signature below signifies that I understand I am now expected to follow through with the employment goal, follow the recommended activities of my Employment Plan and accept any offer of unsubsidized employment.

THIRD-PARTY ASSESSMENT OPTION: If you disagree with any part of this employment plan, do not sign this plan. If you disagree with this plan, you have the right to have this plan reviewed by a third-party assessor. If you choose to have this plan reviewed by a third-party assessor, the recommendations of the third-party assessor will be final and you will be expected to follow through with the recommendation of the third-party assessor. If you disagree with the recommendations of the third-party assessor, you have the right to a fair hearing to resolve your dispute.

Participant's Signature: _____ Date Signed: _____

Assessor's Signature: _____ Date Signed: _____

Supervisor's Signature: _____ Date Signed: _____
(if required)

GN 6014

**GAIN VOCATIONAL ASSESSMENT SUMMARY
AND EMPLOYMENT PLAN**

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

GN 6014

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

Participant Name/Address:		GAIN Regional Office Address:	
		Fax Number:	
		GSW Name:	Phone Number:
(Component Code & Session Type)		GSW Email:	
Agency/School Name:		Case Number:	Date:
Report Period From:	To:	Report Due:	

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

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

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

SECTION B: TO BE COMPLETED BY THE PARTICIPANT
<ul style="list-style-type: none"> If your school does not have a CalWORKs Office available, <u>attach your recent transcript or report card</u> to this progress report and submit to your GAIN Services Worker by the due date indicated above. If your service provider is unable to complete this form and you do not have your recent transcripts or report card, call your GAIN Services Worker to make an appointment to complete an affidavit of temporary declaration.

I understand that any deliberate misrepresentation of the above information may result in a penalty which can reduce the amount of my aid or cause me to become ineligible for cash aid. I also authorize the release of the above information to the County of Los Angeles, Department of Public Social Services by the service provider.

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

Monthly Attendance Report Form

Report for the Month of 20

Participant Address

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

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

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

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

Activity: _____ Scheduled Hours: _____

Provider #1:

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


* Colleges verify enrollment only

Contact Name: _____ Title: _____

Phone: _____ Signature: _____ Date: _____

I still need transportation child care and/or other services

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

Provider #1 Stamp: 

Absence Reporting

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

Activity: _____ Scheduled Hours: _____

Provider #2:

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

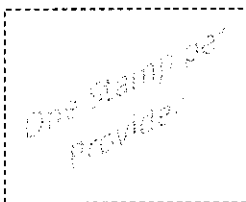
* Colleges verify enrollment only

Contact Name: _____ Title: _____

Phone: _____ Signature: _____ Date: _____

I still need transportation child care and/or other services

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

Provider #2 Stamp: 

Absence Reporting

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

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

Participant Signature: _____ Date: _____

Example and Instructions

Activity: Vocational Training (Clerical Program)												Scheduled Hours: 30					
Provider: Valley College																	
A	Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Hours	H	6			6	6		6	6			6	6	6	6	8
	Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
	Hours			H	6	6	6	8			8	6	6	6	6		122

* Colleges verify enrollment only Provider Stamp:

B Contact Name: <u>Jane Doe</u> Title: <u>CalWORKs Coordinator</u>	<div style="border: 1px dashed black; padding: 10px; transform: rotate(-15deg); display: inline-block;">One Stamp per Provider</div> E
Phone: <u>(888) 891-8923</u> Signature: <u>Jane Doe</u> Date: <u>1/31/09</u>	

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

Absence Reporting		
Date(s)	Hour(s) absent	Reason(s) you did not Attend
1/7/09	6	Child was sick
1/1/09 & 1/19/09	12	School Holiday

INSTRUCTIONS - PARTICIPANT

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

INSTRUCTIONS - PROVIDER

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

GN 6365 Back (7/14)

ATTENDING MULTIPLE SCHOOLS FORM

Participant Name/Address: (Component Code & Session Type)	GAIN Regional Office Address:	
	GSW Name:	File #:
	Phone Number:	Fax Number:
Primary School/Institution Name:	Case Number:	Date:
GSW Email:		

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

SECTION A: TO BE COMPLETED BY THE PARTICIPANT

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

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

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

SECTION B: TO BE COMPLETED BY THE GSW

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

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

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

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

Program/Course(s) : _____

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

Please attach a copy of current class schedule

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

CONTRACTOR'S BUDGET

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR (CCA):

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____

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

COUNTY CONTRACT PROGRAM MONITOR (CPM):

Name: _____
Title: _____
Address: _____

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

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:

CONTRACT NO:

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

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

Proposer's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

PROPOSER'S CERTIFICATION

(circle one)

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Community College CalWORKs Program
MONTHLY INVOICE

REPORT MONTH: Contract Period:

Vendor Name/Address:

Contract #: Vendor #:

Telephone Number: Vendor Taxpayer ID #:

ADMINISTRATIVE COST
DIRECT AND INDIRECT COSTS

Table with 5 columns: PERSONNEL (List all positions requested), Positions, Monthly No. of Hourly rate, Time Salary/ Weekly hrs, Allocated/ Total. Includes Total Salaries row.

Table for FRINGE/EMPLOYEE BENEFITS: (List all benefits) with Monthly Fringe/Benefits column. Includes Total Fringe/Employee Benefits and TOTAL PERSONNEL /BENEFITS COSTS rows.

Table for ADMIN/SUPPORT SERVICES EXPENSES: (List all applicable expenses) with No. of Items, Unit Cost, and Monthly Cost columns. Includes TOTAL OPERATING COSTS row.

TOTAL ADMINISTRATIVE UNIT - DIRECT COSTS:
Approved Indirect Cost Rate: %
GRAND TOTAL ADMIN. UNIT AND INDIRECT COSTS:
TOTAL INVOICE AMOUNT FOR CURRENT MONTH:

CERTIFICATION: "I certify that the information provided on this invoice is true and correct, based on actual expenditures for the period being claimed: performed exclusively in connection with the contract number listed: and the payroll and other vouchers connection of the expenditures are on file."

CONTRACTOR's Authorizing Signature Date

**COMMUNITY COLLEGE CalWORKs PROGRAM
QUARTERLY RECONCILIATION REPORT
FOR THE QUARTER: _____ (mo/yr through mo/yr)**

Invoice No.: _____ CONTRACTOR Name: _____

Invoice Date: _____ CONTRACTOR Address: _____

Contract No.: _____ Tel. No.: _____

Employer Taxpayer ID: _____

Quarterly Reconciliation

Invoices paid in the quarter \$ _____ \$ _____ \$ _____
Month 1 Month 2 Month 3

Actual monthly costs \$ _____ \$ _____ \$ _____ \$ _____
for the quarter **Month 1 Month 2 Month 3 Total**

Underpayment/Overpayment in the quarter \$ _____

Total to be paid with this invoice (underpayment)* \$ _____

Total to be deducted from current month invoice* _____

County Contract Manager's Signature

Date

*The full underpayment/overpayment for the quarter is to be adjusted from the current month invoice.

**Community College CalWORKs Program
QUARTERLY RECONCILIATION REPORT
FOR QUARTER ENDING _____**

<u>JOB CLASSIFICATION</u>	<u>SALARIES</u>	<u>FRINGE BENEFITS</u>	<u>QTR COSTS</u>	<u>YTD COSTS</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____

Total Salaries and Fringe Benefits:

\$ _____	\$ _____	\$ _____	\$ _____
----------	----------	----------	----------

OTHER EXPENDITURES:

<u>LINE ITEM</u>	<u>QUARTER COSTS</u>	<u>YEAR-TO-DATE COSTS</u>
General & Site Supplies/Equipment	\$ _____	\$ _____
In service Training	\$ _____	\$ _____
Transportation: Mileage Reimbursement	\$ _____	\$ _____
Evaluation	\$ _____	\$ _____
Subcontracts	\$ _____	\$ _____
Utilities	\$ _____	\$ _____
Other	\$ _____	\$ _____

Total Other Expenditures:

\$ _____	\$ _____
----------	----------

TOTAL QUARTER EXPENDITURES:

\$ _____	\$ _____
----------	----------

OTHER FISCAL ACTIVITIES

Explain other changes, e.g., personnel change (vacant position, staff leave of absence, addition/deletion of staff, etc.), reallocation of line item expenditures, etc.:



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

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

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2011)
Cat. No. 205991

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

BACKGROUND

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

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

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

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

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

10.20 If subject, it is currently in compliance

RESOURCES

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

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

LAWS AFFECTING NONPROFITS

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

CIVIL RIGHTS TRAINING REPORT

CONTRACTOR: _____

Address: _____

Contract Manager: _____

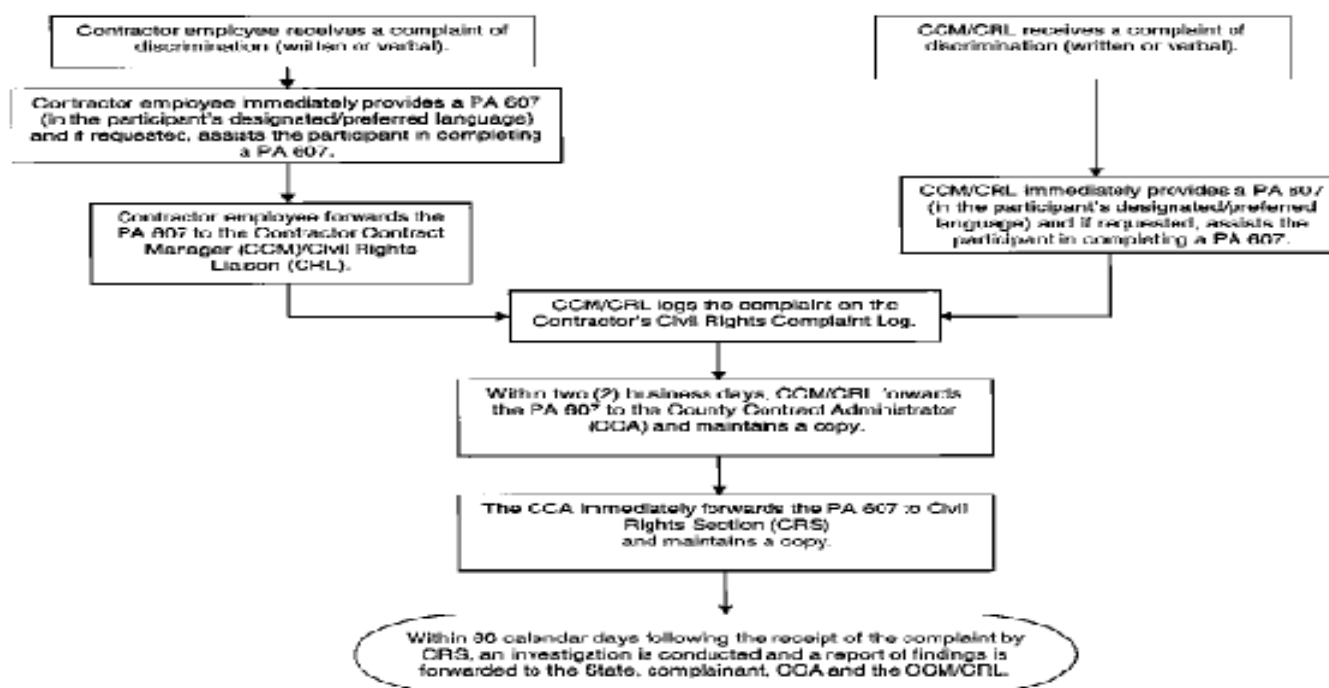
Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

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

CASE NAME:

CASE NUMBER:

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

I believe I was discriminated against because of my:

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

DATE OF OCCURRENCE: _____

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

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

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

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

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

(SIGNATURE) (DATE) ADDRESS: _____

TELEPHONE: _____

PA – 607 (REVISED 06/11)

COUNTY OF LOS ANGELES
Monthly Attendance Report Form

DEPARTMENT OF PUBLIC SOCIAL SERVICES
Report for the Month of _____ 20____

Participant Address

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

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

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

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

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

* Colleges verify enrollment only Provider Stamp:
 Contact Name: _____ Title: _____
 Phone: _____ Signature: _____ Date: _____

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

Absence Reporting

Date(s)	Hours absent	Reason(s) you did not Attend

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

* Colleges verify enrollment only Provider Stamp:
 Contact Name: _____ Title: _____
 Phone: _____ Signature: _____ Date: _____

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

Absence Reporting

Date(s)	Hours absent	Reason(s) you did not Attend

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

Participant Signature: _____ Date: _____

GN 6365 (2/09)

THIS FORM IS REQUIRED EACH MONTH TO VERIFY YOUR PARTICIPATION

INSTRUCTIONS – PARTICIPANT

1. Please document daily attendance in your education/training activity by completing the following: (See example below). Do not report employment information on the form.

Activity: Vocational Training (Clerical Program)											Scheduled Hours 32					
Provider: Valley College																
Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours	H	6			6	6		6	8			6	6	6	6	8
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours			H	6	6	6	8			8	6	6	6	6		122

* Colleges verify enrollment only Provider Stamp:

Contact Name: Jane Doe Title: CalWORKs Coordinator

Phone: (888) 891-8923 Signature: Jane Doe Date: 1/31/09

I still need transportation child care and/or other services

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

Absence Reporting

Date(s)	Hour(s) absent	Reason(s) you did not Attend
1/7/09	6	Child was sick
1/1/09 & 1/19/09	12	School Holiday

- Days of the Month - document actual hours attended per day
- Absence Reporting- if absent document date(s) and reason(s) you did not attend.
 - Below are reasons for excused absences:

Excused Absences
Absences approved by your activity provider
Holidays observed by the school administrators/provider
Medical appointments for you or children
Appointment with Eligibility or GAIN Services Worker
No child care
Transportation problems
School appointments
Job interviews
Illness for you or children
Family issues such as death in family, domestic violence...

- Verification of absences must be attached to the Monthly Attendance Report form, GN 6365.
 - Verification can include doctor statement, provider statement or personal note signed by participant explaining reason for absence.
 - Total – add the hours for the entire month
2. Once you have filled in your hours, sign and date the form, submit form to the CalWORKs Office in your school or training provider for signature.
 3. Return completed form to your GAIN Services Worker by the due date indicated on the front of the form.

INSTRUCTIONS – SERVICE PROVIDER

- Please review form with participant and sign, print name, title, phone number, date, and use agency stamp.
- Once completed, the form may be faxed to the GAIN Services Worker listed in the front of the form, or given to participant to forward to GAIN Services Worker.

GN 6365 Back (2/09)

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

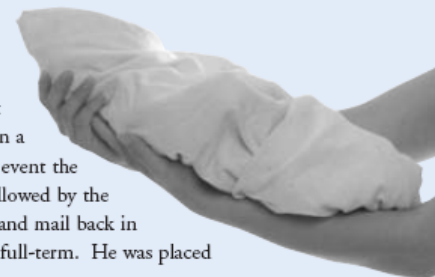
What is the Safely Surrendered Baby Law?

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

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

A baby's story

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



How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

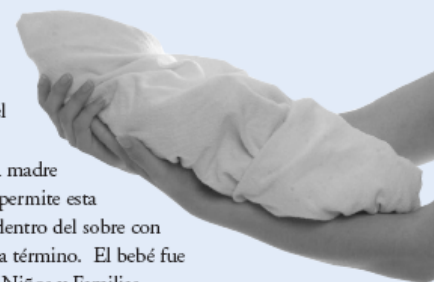
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



LANGUAGE DESIGNATION FORM

CASE NAME: _____ CASE NUMBER: _____

FREE INTERPRETER SERVICES ARE AVAILABLE
(please ask your worker)

A. SPOKEN LANGUAGE DESIGNATION

I speak the language checked below. I prefer to speak/talk about my case or related matters with staff from the Department of Public Social Services in the language selected below. This designation takes the place of any choices made before.

- Armenian, Cambodian, Cantonese, English, Korean, Mandarin, Russian, Spanish, Tagalog, Vietnamese, Other (Specify)

B. WRITTEN LANGUAGE DESIGNATION

I prefer to get written letters, notices, forms and other communication in English.

OR

I prefer that written communications and forms be sent or given to me, if available, in the language specified below (Chinese is the written language for those who speak Cantonese and Mandarin). In addition, I understand that if written communications from the Department of Public Social Services are not available in the language specified below, I can receive a verbal translation by contacting my case worker.

- Armenian, Cambodian, Chinese, English, Korean, Russian, Spanish, Tagalog, Vietnamese, Other (Specify)

APPLICANT'S/PARTICIPANT'S SIGNATURE (OR MARK) _____ DATE _____

I hereby verify that the applicant's/participant's above choices are reflected on LEADER and/or GEARS and/or CMIPS and/or any other computer program used to manage eligibility issues.

CASE CARRYING WORKER'S SIGNATURE _____ FILE NUMBER _____ DATE _____

SUPERVISOR'S INITIALS _____ DATE _____

FILING INSTRUCTIONS: BWS/BSO: Documentation/Activity Folder Retention: Permanent

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

Date: _____

COMMUNITY COLLEGE CalWORKs PROGRAM LANGUAGE ACCESS SERVICES MONTHLY PHONE LOG

College Name: _____

Report Month: _____

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

Filing: Original kept centrally in contractors' office

**COMMUNITY COLLEGES CALWORKS PROGRAM
ALLOCATION OF FUNDS**

Community College District (11)	Annual Contract Amount For FY 15-16, 16-17, and 17-18	Three-Year Contract Maximum
Antelope Valley	\$223,428	\$670,284
Cerritos	\$127,633	\$382,899
Compton	\$128,799	\$386,397
El Camino	\$140,777	\$422,331
Glendale	\$291,478	\$874,434
Long Beach	\$160,043	\$480,129
Los Angeles	\$1,379,696	\$4,139,088
Mt. San Antonio	\$137,861	\$413,583
Pasadena	\$82,068	\$246,204
Rio Hondo	\$72,144	\$216,432
Santa Clarita	\$56,073	\$168,219
TOTAL	\$2,800,000	\$8,400,000

Note: Annual funding for FYs 16-17 and 17-18 may be reduced for each CCD should Citrus College and/or Santa Monica College decide to contract with the County.

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
✓	<ul style="list-style-type: none"> ➤ Only one bona fide source for the service exists; performance and price competition are not available. <p style="margin-left: 40px;">The contract services can only be provided by Community College Districts in Los Angeles County.</p>
	<ul style="list-style-type: none"> ➤ Quick action is required (emergency situation).
	<ul style="list-style-type: none"> ➤ Proposals have been solicited but no satisfactory proposals were received.
	<ul style="list-style-type: none"> ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	<ul style="list-style-type: none"> ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	<ul style="list-style-type: none"> ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	<ul style="list-style-type: none"> ➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	<p>Other reason. Please explain:</p> <p>California Department of Social Services regulations (Section 23-650.14) permit procurement by negotiation with public education agencies.</p> <p>The contracts are with eleven Community College Districts (CCDs) in Los Angeles County. The Department requires the out-of-classroom coordination services rendered by the Community Colleges to 1) facilitate the expeditious return of necessary education and training verification documents for CalWORKs participants and 2) assist participants in completing their educational program.</p>
_____ Interim Chief Executive Officer	_____ Date