



BRYCE YOKOMIZO  
Director

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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Board of Supervisors  
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February 3, 2004

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

Dear Supervisors:

**APPROVAL OF RECOMMENDATION TO DELEGATE AUTHORITY  
TO THE DIRECTOR, DPSS, TO ENTER INTO CONTRACTS WITH  
PUBLIC EDUCATIONAL INSTITUTIONS AND HOUSING AUTHORITIES  
TO PROVIDE LIMITED ENGLISH PROFICIENT TRAINING FOR  
CALWORKS PARTICIPANTS AND NEEDY FAMILIES  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached Implementation Plan for Provision of Limited English Proficient Training for CalWORKs Participants and Needy Families that resulted from this Department's LEP planning process as set forth in Attachment A.
2. Authorize the Department of Public Social Services (DPSS) to roll over any unspent funds of the FY 2003-04 \$2,038,000 allocation for LEP program into FY 2004-05.
3. Delegate authority to the Director of DPSS to prepare and sign contracts after approval as to form by County Counsel, substantially similar to the attached sample contract (Attachment B) with public educational institutions and Housing Authorities, for the provision of education and training programs for LEP CalWORKs participants and Needy Families, effective one day after execution for a period of 12 months or through June 30, 2005, whichever is later, at a maximum cost of \$2,038,000 through the use of Performance Incentives-NCC funds. Funding for these contracts is included in the FY 2003-04 Final Adopted Budget.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 23, 2003, your Board allocated \$2,038,000 in Performance Incentives-Net County Cost (NCC) funds specifically for the LEP program. Recommendation 7 of the June 23, 2003 Board Letter (Attachment C) instructs DPSS to reconvene the Stakeholders in June 2004 to develop recommendations for any available PI-NCC funds for FY 2004-05. With this recommended action, we are requesting your Board's approval to remove the \$2,038,000 LEP funding established for FY 2003-04 from any potential unspent PI-NCC funds that will be subject to the Stakeholders' process of June 2004. In addition, your Board instructed the Director of DPSS to submit recommendations by January 2004 to your Board regarding the most effective manner to utilize this funding for education and training for LEP CalWORKs participants.

As instructed by your Board, in October and November 2003, DPSS convened representatives of the Community Planning Group, community colleges, adult schools and Regional Occupational Centers and Programs to develop these recommendations, based on the outcome of the current LEP Small Scale Contracts, HACLA LEP contract and other relevant information.

As you recall, the first round of LEP programs were developed and implemented as a result of the CalWORKs Education, Training and Job Creation Partnership Steering Committee's finding that the educational and training needs of limited and non-English proficient persons are not adequately met in Los Angeles County.

In keeping with your Board's prior instructions, DPSS convened LEP planning meetings in October and November 2003. These meetings were attended by representatives from the Community Planning Group, LAUSD, LACCD and other community colleges, LACOE Regional Occupational program, CSS's RITE program, HACLA and representatives from my Department. The recommendations contained herein are based on the consensus from the planning process, the outcomes of the last LEP small-scale contracts and the need to reinforce the continued development and provision of specialized LEP programs that started with the first round of these programs in February 2003.

Approval of these contracts will allow DPSS to continue to provide education and training services to LEP CalWORKs participants and in the second round to Needy Families as well, as specified in Attachment A. The first round of LEP programs were implemented in February 2003 and ended September 30, 2003. These services were originally developed for the LEP CalWORKs participants but will be modified for the second round of funding to include a limited number of Needy Families not receiving CalWORKs.

DPSS will solicit proposals from public educational institutions and Housing Authorities for the provision of the second round of education and training programs for (LEP) CalWORKs participants and Needy Families through a letter of interest, which will be mailed to the various public educational institutions and Housing Authorities.

The proposals will be scored and evaluated based on the criteria outlined in the attached document (Attachment D). Since these contracts will be with public agencies, a formal Request for Proposals process is not required.

In the first round of programs which ended on September 30, 2003, a total of 225 CalWORKs participants completed LEP classes offered through the LEP Small Scale Contracts and Immersion Pilot Program, with an additional 226 completing LEP classes offered by HACLA.

At the completion of the LEP programs, a survey of students and educators were conducted to obtain additional feedback regarding the program's effectiveness in preparing participants for employment. A very encouraging 91% of the respondents stated that the LEP training was very valuable in preparing participants for employment in their chosen fields.

The proposed second round of programs will continue to focus on the ongoing development and provision of new and innovative training programs to assist the target population in obtaining and retaining employment. Consistent with the first round, DPSS expects that where successful programs are created, the public educational agencies and Housing Authorities will maintain ongoing funding through their normal process to promote long-term sustainability of the programs.

### **Implementation Of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5: (Children and Families' Well-Being) to improve the well-being of children and families in Los Angeles County. Included is Strategy #1: Implement integrated service delivery initiatives to demonstrate substantial progress toward achieving improved outcomes for children and families.

### **FISCAL IMPACT/FINANCING**

The maximum amount for the LEP Program is \$2,038,000, funded exclusively with Performance Incentives-NCC funds, which are included in the FY 2003-04 Final Adopted Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contracts will be with public educational institutions and Housing Authorities.

The contracts will address performance measures and will specify monitoring activities that will be performed by DPSS staff. The selected contractors will have demonstrated in writing in their proposals how services provided will impact measurable outcomes, and these measurable outcomes will be specified in the Agreements. Monitoring of measurable outcomes will include tracking of enrollments, appropriate attendance, students' successful completion of the programs, and surveying of students and teachers for their assessments and comments. DPSS shall monitor contractors' performance on a regular and ongoing basis to ensure that these performance measures are met.

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

The Agreements provide for termination by the County with a thirty (30) calendar-day written notice prior to termination, should termination be in the County's best interest.

The contractors will be expected to comply with the Jury Service Program. The Living Wage Ordinance does not apply, because the recommended contracts are non-Proposition A contracts.

There will be no adverse impact to County employees as a result of these contracts.

The contracts will include provisions for the contractors to consider hiring County employees targeted for layoff, or qualified former County employees who are on a re-employment list during the life of the contract when filling future vacancies.

The contracts will also require that the contractors consider hiring participants of the Greater Avenues for Independence (GAIN) or the General Relief Opportunities for Work (GROW) programs. The contracts will include provisions for the County or the Contractor to terminate services in whole or in part when such action is deemed by the terminating party to be in its best interest.

## **CONTRACTING PROCESS**

These sole source contracts will be procured in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services regulation 23-650.1.12, which allows for non-competitive contracting with public agencies.

The contracts will not allow cost-of-living adjustments. As these will be actual cost contracts, any increase in costs will be reflected in the quarterly reconciliation invoices.

The Honorable Board of Supervisors  
February 3, 2004  
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However, the contracts will state that the County will not be liable for payments that would exceed the contract maximum.

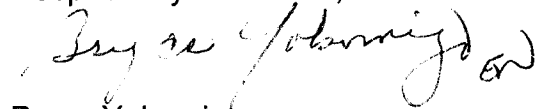
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

These contracts will provide LEP CalWORKs participants and Needy Families with educational opportunities and training services needed to successfully compete for jobs in the labor market. Further, it is expected that these programs will allow LEP CalWORKs participants and Needy Families to obtain and retain employment in the industries upon which their training is focused. The contracts will be in compliance with all requirements of Los Angeles County Code Section 2.180.010, Certain Contracts Prohibited.

**CONCLUSION**

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

Respectfully submitted,



Bryce Yokomizo  
Director

BY:dy

Attachments

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

## **IMPLEMENTATION PLAN FOR LIMITED ENGLISH PROFICIENT EDUCATION AND TRAINING PROGRAMS**

### **BACKGROUND**

On June 26, 2002, the Board of Supervisors approved CalWORKs Performance Incentive Funds in the amount of \$1,438,000 for the Limited English Proficient (LEP) Small Scale Contracts and Immersion Pilot Program.

In February 2003, the first round of LEP programs were implemented to provide vocational and educational training opportunities in Los Angeles County for limited and non-English proficient CalWORKs participants. These programs ended in September 2003.

On June 23, 2003, your Board allocated \$2,038,000 in Performance Incentives-Net County Cost (NCC) funds specifically for the LEP program. In addition, your Board instructed the Director of DPSS to submit recommendations by January 2004 to your Board regarding the most effective manner to utilize this funding for education and training for limited English-proficient CalWORKs participants. As instructed by your Board, in October and November 2003 DPSS convened representatives of the Community Planning Group, community colleges, adult schools, and Regional Occupational Centers and Programs to develop these recommendations, based on the outcome of the current LEP small scale contracts, HACLA LEP contract, and other relevant information.

On October 28, 2003 and November 4, 2003, DPSS conducted a new LEP planning process to develop consensus recommendations for the second round of LEP programs to begin in the year 2004. Recommendations came from the Los Angeles Unified School District, Los Angeles Office of Education Regional Occupation program, Los Angeles City Community College District and other Los Angeles County community colleges, Department of Community and Senior Services Refugee/Immigrant Training and Employment program, the Community Planning Group, Housing Authority of the City of Los Angeles and representatives from my Department.

The following represents the recommendations for the second round of the LEP vocational and educational training programs, based on the results of the first round and consensus decisions achieved through the LEP planning process.

### **PROJECT OVERVIEW**

The proposed program will continue to focus on the ongoing development and provision of new and innovative training programs to assist the target population in obtaining and retaining employment.

The LEP/NEP programs will continue to (1) provide intensive English language immersion; (2) teach vocational-related skills; and (3) target living-wage jobs. The expectation is that where successful programs are created, the public educational institutions will maintain ongoing funding through their normal budget process.

### **SERVICES PROVIDED**

The goal is to provide participants with English language skills within the context of their training subject to obtain, maintain and advance in employment once training is completed; to provide participants who complete the program with the ability to apply the skills learned in their training to a work-place setting; and to place participants in employment in targeted specific industries with high-paying jobs and career ladders that have documented potential to lead to living-wage employment.

### **PROJECT FUNDING**

A maximum amount of \$2,038,000 of Performance Incentives-NCC funds approved by your Board on June 23, 2003 will be used to fund the proposed project.

### **CONTRACTUAL AGREEMENTS**

DPSS will enter into sole source contracts with public educational institutions and Housing Authorities. The contracts will be effective one day after execution for a period of 12 months or through June 30, 2005, whichever is later, at a maximum cost of \$2,038,000 through the use of Performance Incentives-NCC funds. Funding for these contracts is included in the FY 2003-04 Final Adopted Budget.

### **TARGET POPULATION**

The program will readdress the need for vocational and educational training programs and will consist of the following percentages of the targeted groups:

*Eligible participants in the program will consist of at least eighty percent (80%) of the following:*

- LEP and non-English Proficient (NEP) CalWORKs participants;
- Any ineligible adult members of a household that receives CalWORKs; and
- Any participant who has received CalWORKs in the last 12 months.

Eligible participants in the program will also consist of not more than twenty percent (20%) of the following:

- Needy Families with at least one minor child and whose income is less than the 200% of the Federal Poverty Level as defined by the State of California.

**PROJECT EVALUATION**

The project will be internally evaluated, with \$25,000 of the funds set aside to promote sustainability of the programs through the use of consultants, economic impact reports and/or marketing strategies for the programs.



DEPARTMENT OF PUBLIC SOCIAL SERVICES



AGREEMENT BETWEEN  
THE COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND

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(PUBLIC EDUCATIONAL INSTITUTION OR HOUSING AUTHORITY)

FOR  
EDUCATION AND TRAINING PROGRAMS  
FOR LIMITED ENGLISH AND NON-ENGLISH PROFICIENT  
CalWORKs PARTICIPANTS

2003

Prepared By  
Bureau of Program & Policy  
Welfare-to-Work Division  
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(626) 927-5337

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**AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the County of Los Angeles, herein referred to as COUNTY, and the \_\_\_\_\_“a public educational institution, herein referred to as CONTRACTOR. CONTRACTOR is located at \_\_\_\_\_

**RECITALS**

**WHEREAS**, pursuant to State of California Welfare & Institutions Code Section 13400, COUNTY is mandated to provide Language Sensitive Vocational Training for CalWORKs participants; and

WHEREAS CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this Contract on behalf of COUNTY; and

**WHEREAS**, COUNTY has need for and desires to facilitate training that can be utilized by CalWORKs participants throughout Los Angeles County; and

**WHEREAS**, COUNTY finds it necessary, as required by the Department of Public Social Services, to engage CONTRACTOR to deliver such services upon the term provided in this Contract; and

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by between COUNTY and CONTRACTOR as follows:

**I. APPLICABLE DOCUMENTS**

- 1.0 Attachments A, B, C, D, E, F, G and H are attached hereto and by this reference incorporated in this Contract. Any reference throughout the base Contract and each of its attachments to this Contract shall, unless the context clearly denotes otherwise, denote the base Contract with all attachments hereby incorporated.
- 2.0 In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, services, schedule, or contents of a report, or between this Contract and the attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the attachments according to the following priority:

- 2.1 Attachment A - Statement of Work
  - 2.2 Attachment B - CONTRACTOR'S Budget
  - 2.3 Attachment C - Grounds for Rejection
  - 2.4 Attachment D - CONTRACTOR Employee Acknowledgment  
Confidentiality Agreement
  - 2.5 Attachment E - Bidder's/Offeror's Equal Employment Opportunity (EEO)  
Certification
  - 2.6 Attachment F - Bidder's/Offeror's Nondiscrimination in Service  
Certification
  - 2.7 Attachment G - Office of Affirmative Action Compliance and  
Firm/Organization Information Form
  - 2.8 Attachment H - CONTRACTOR Invoice Format
- 3.0 This Contract and Attachments A through H attached hereto, constitute the complete and exclusive agreement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

**II. SERVICES PROVIDED**

- 1.0 Pursuant to the provisions of this Contract, CONTRACTOR shall fully provide, complete and deliver all tasks, subtasks, deliverables, goods, services and other work as set forth in this Contract.
- 2.0 CONTRACTOR shall provide educational and training programs to limited and non- English Proficient CalWORKs participants and will perform duties described in Attachment A, Statement of Work.
- 3.0 If CONTRACTOR provides any tasks, subtasks, deliverables, goods, services or other work to COUNTY, other than those specified in this Contract, the same will be deemed a gratuitous effort on the part of CONTRACTOR and CONTRACTOR shall have no claim against the COUNTY thereof.

**III. TERM OF AGREEMENT**

- 1. The term of the Contract will commence on \_\_\_\_\_ 2003, or one day after execution, whichever is later, and shall expire on \_\_\_\_\_ 2003, unless sooner terminated or executed or extended, in whole or in part, as herein provided.
- 2. Subject to the provisions of Section VI, Paragraph 44, Termination for Convenience the COUNTY, in the event of termination of this Contract, the CONTRACTOR shall, upon receipt of written notice of termination.
  - 2.1 Immediately eliminate all new costs and expenses under this Contract. In addition, the CONTRACTOR shall immediately minimize all other costs and

expenses under this Contract. The CONTRACTOR shall be reimbursed only for reasonable and necessary accrual cost or expenses incurred after receipt of notice of termination and prior to termination date.

2.2 Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

3. The term of this Contract is subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirement regarding contracting for services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for services.

#### **IV. INTERPRETATION**

The Contract shall be interpreted in accordance with the laws of the State of California.

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 content in which they are used:

##### **1.0 Budget**

The document attached hereto as Attachment B, the "Contract Budget", details the CONTRACTOR'S cost for providing services and it is included in the Contract.

Included in the Budget are the following:

Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real Property, Personal, etc., as required by the Contract), Supplies, Postage, Office Equipment, Equipment Maintenance, Telephone/Utilities, Space, Sub-Contractors, Applicable Taxes and other (specified).

Indirect Costs - General Accounting/Bookkeeping, Management Overhead and other (specified).

Total Cost to Conduct Language Sensitive Vocational Training for Limited English CalWORKs participants - The total of Direct and Indirect Costs.

##### **2.0 Contractor Manager**

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

**3.0 Contractor**

The agency which has entered into a contract with the COUNTY to perform or execute the work covered by these specifications.

**4.0 County Contract Administrator (CCA)**

The person who monitors the CONTRACTOR'S performance in the daily operation of the Contract. The County Contract Administrator provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

**5.0 Department of Public Social Services (DPSS)**

The COUNTY department responsible for providing social and financial services to eligible persons in Los Angeles County.

**6.0 Director**

The Director of DPSS, County of Los Angeles, or his/her authorized representative(s).

**V. MAXIMUM AMOUNT**

The maximum amount payable to CONTRACTOR under this Contract is \_\_\_\_\_ . The COUNTY shall not be liable in any event for payment in excess of this maximum amount. CONTRACTOR shall not be compensated for expenditures beyond the contract amount.

If CONTRACTOR provides any tasks, subtasks, deliverables, goods, services or other work to COUNTY, other than those specified in this Contract, the same will be deemed a gratuitous effort on the part of CONTRACTOR and CONTRACTOR shall have no claim against the COUNTY.

**VI. INVOICING PROCEDURES**

1.0 The COUNTY shall pay the CONTRACTOR for the services provided under this Contract for actual costs incurred by CONTRACTOR in accordance with Attachment B, CONTRACTOR'S Budget. The CONTRACTOR'S compensation shall be subject to the limits set forth in the provisions of Section V, Maximum Amount. The maximum cost of this contract shall not exceed \_\_\_\_\_ as reflected in Attachment B, CONTRACTOR'S Budget. The CONTRACTOR'S compensation shall be subject to the limits set forth in the provisions of Section V, Maximum Amount. The maximum amount of the contract shall not exceed \$1,450,000 as reflected in Attachment B.

2.0 CONTRACTOR shall prepare and submit the Monthly Invoice (Attachment H) an original and one copy, to the CCA within fifteen calendar days after each month



services are provided, or payment may be delayed. The invoice shall be supported by back-up documentation to validate the invoice amounts.

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

CONTRACTOR shall invoice and the COUNTY shall authorize payment only for costs incurred during the invoice month. For invoicing purposes, the CONTRACTOR shall clearly identify such as: "Language Sensitive Vocational Training Services."

- 4.0 Prior to receiving final payment hereunder, the CONTRACTOR shall submit a signed, written release discharging the COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.
- 5.0 Payment to CONTRACTOR will be made monthly in arrears provided that CONTRACT is not in default under any provisions of this Contract, and has submitted a complete and accurate statement of payment due. Costs are to be reconciled to the actual cost quarterly as stated in Attachment H.
- 6.0 CONTRACTOR shall reconcile its monthly billings on a quarterly basis (see Attachment H, Quarterly Reconciliation Invoice) for the recently completed quarter (e.g. reconciliation invoices submitted for January through March are due April 15, 2003) supported by detailed (line item) documentation in accordance with Attachment B, Contractor's Budget and Employee Benefits.
- 7.0 COUNTY shall have no requirement for payment other than as set forth in this Contract.
- 8.0 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

## **VII. FURTHER TERMS AND CONDITIONS**

### **1.0 Assignment**

The CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Any attempted delegation and/or assignment without the COUNTY's prior written consent shall be void. Any attempt by the CONTRACTOR to assign or subcontract any performance of terms of this Contract without the express consent of the COUNTY shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

### **2.0 Audit Settlement**

At any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder. If such audit finds that the COUNTY'S dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the DPSS Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment; or 2) at the COUNTY'S option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY 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.

### **3.0 Authorization Warranty**

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

### **4.0 Budget Reductions**

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any

subsequent fiscal year services provided by the CONTRACTOR under the Contract. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

## **5.0 Changes and Amendments of Terms**

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

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

5.2 For any revision which materially affects the Statement of Work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the DPSS Director and the CONTRACTOR'S Contract Manager under the following conditions:

5.2.1 Amendments shall be in compliance with applicable County State and Federal regulations.

5.2.2 The amendment is for a decrease in the Contract costs.

5.2.3 The County Board of Supervisors has appropriated sufficient funds in the DPSS budget.

5.2.4 The amendment is for an increase of no more than 10% of the cost for each service not to exceed the maximum cost.

5.2.5 DPSS shall obtain the approval of County Counsel or designee and Chief Administrative Officer and designee for an amendment to this Contract.

## **6.0 Changes of Address**

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

## **7.0 Child Abuse/Elder Abuse Reporting/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. CONTRACTOR staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions (W&I) Code, 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 W&I Code Sections 15630, 15633 and 15633.5.

CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

## **8.0 Civil Rights**

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *DPSS Operations Manual Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability.

CONTRACTOR shall sign and adhere to the "Bidder's/Offerer's Nondiscrimination in Service Certification" (Attachment F).

## **9.0 Complaints**

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints.

Within fifteen (15) business days after the contract's effective date, CONTRACTOR shall provide the COUNTY with CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

- 9.1 COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 9.2 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.
- 9.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

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.

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.

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

## **10.0 Compliance with Jury Service Program**

### **10.1 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 Section 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **10.2 Written Employee Jury Service Policy**

Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ) Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

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

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

#### **11.0 Compliance with Laws**

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and at 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. *Social Security Act*
4. State Energy and Efficiency Plan [*Title 24, California Administrative Code*]
5. Clean Air Act (*Section 306, 42USC 1857 (h)*)
6. Clean Water Act (*Section 508, 33USC 1368*)
7. Executive Order 11738 and Environmental Protection Agency Regulations (*40 CFR Part 15*)

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

**12.0 Compliance with Wage and Hour Laws/Fair Labor Standards Act**

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

**13.0 Confidentiality**

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", (Attachment D hereunder).

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

**14.0 Conflict of Interest/Contract Prohibited**

CONTRACTOR represents and warrants that no County employee whose position in the COUNTY enables him/her to influence the award of the Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Contract.

CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles COUNTY Code, Section 2.180,010*, "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. The CONTRACTOR must sign and adhere to the "Grounds for Rejection," (Attachment C., hereunder).

CONTRACTOR and subcontractor, if any, represent and warrant they did not, as an individual or firm or subsidiary of a firm, under Contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Contract.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

**15.0 Consideration of Hiring County Employees Targeted for Layoff**

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



**16.0 Consideration of GAIN or GROW Programs Participants for Employment**

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) Programs who meet the CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

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

**17.0 Contractor Responsibility and Debarment**

17.1 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.

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

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

17.4 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.

- 17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing.

After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

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

- 17.7 These terms shall also apply to subcontractors of COUNTY CONTRACTORS.

**18.0 Contractor-s Acknowledgment of County-s Commitment to Child Support Enforcement**

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is County's policy to encourage all County Contractors to voluntarily post County's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at CONTRACTOR'S place of business. County's Child Support Services Department Attorney (CSSD) will supply CONTRACTOR with the poster to be used.

**19.0 Contractor-s Warranty of Adherence to County-s Child Support Compliance Program**

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

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

**20.0 County's Quality Assurance Plan**

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

**21.0 Covenant Against Fees**

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

**22.0 Disputes**

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

**23.0 Disclosure of Information**

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

- 23.1 CONTRACTOR shall develop all publicity material in a professional manner.
- 23.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CCA and County Counsel. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or recipient of services provided by DPSS.
- 23.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded a Contract to provide DPSS Contract Training Services, provided, however, that the requirements of this paragraph shall apply.

**24.0 Employment Eligibility Verification**

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

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

**25.0 Fiscal Accountability**

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of

Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local, and Indian Tribal Government, OMB Circular A-122 for Non-Profit Organization , OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of State, Local Government and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

**26.0 Force Majeure**

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event which renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

**27.0 Governing Law and Venue**

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

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

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

**28.0 Government Observations**

Federal, State, County and/or research personnel may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

## **29.0 Independent Contractor Status**

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Contract.

## **30.0 Indemnification**

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

## **31.0 General Insurance Requirements**

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

- 31.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the **Department of Public Social Services, Welfare-to-Work Division, Section II, 3220 Rosemead Boulevard, El Monte, California 91731, County Contract**

**Administrator: Dollie Yarbrough** prior to commencing services under this Contract. Such certificates or other evidence shall:

- 31.1.1 Specifically identify this Contract.
- 31.1.2 Clearly evidence all coverage required in this Contract.
- 31.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 31.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
- 31.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense.

Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 31.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 31.3 Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

**31.4 Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:

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

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

31.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY ~~ANon-employee Injury Report~~ to the COUNTY Contract Manager.

31.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

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

**31.6 Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

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

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

**32.0 Insurance Coverage Requirements**



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

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

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

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

|                          |             |
|--------------------------|-------------|
| Each Accident:           | \$1 million |
| Disease - policy limit:  | \$1 million |
| Disease - each employee: | \$1 million |

**33.0 Nondiscrimination in Employment**

33.1 CONTRACTOR shall comply with all laws and regulations as defined as defined in Equal Employment Opportunity (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR-S facilities, where they are easily accessible to the CONTRACTOR-S employees.

33.2 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to,

the following:(employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship).

- 33.3 CONTRACTOR shall deal with its subcontractors, bidders, or proposers without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 33.4 CONTRACTOR shall allow COUNTY representatives access to its employment records subject to the privacy rights of its employees under state and federal law during regular business hours to verify compliance with the provisions of this Paragraph 33.0 when so requested by the COUNTY.
- 33.5 CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.
- 33.6 If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this Contract. While the COUNTY reserves the right to determine independently that the EEO provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Contract.
- 33.7 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.
- 33.8 The CONTRACTOR shall sign the form Bidder's/Offerer's EEO Certification@ (Attachment E, hereunder).

**34.0 Notice of Delays**

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

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

**35.0 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 1015.

**36.0 Notices**

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

36.2 Delivery of Notices

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

36.3 Notices to the CONTRACTOR

Any such notice and the envelope containing the same to the

CONTRACTOR shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

36.4 Notices to the COUNTY

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

Jeannette McClinton, HSA III  
Welfare-to-Work Division  
Department of Public Social Services  
3220 Rosemead Boulevard  
El Monte, CA 91731

**37.0 Ownership of Equipment**

The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Contract.

**38.0 Proprietary Rights**

The COUNTY and the CONTRACTOR agree that all software, materials, data and information developed under this Contract shall become the sole property of the COUNTY, provided that the CONTRACTOR may retain possession of all working papers prepared by the CONTRACTOR. During and subsequent to the term of this Contract, the COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

Any materials, data and information not developed under this Contract, which the CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," OR "CONFIDENTIAL." The COUNTY will use reasonable means to ensure that the CONTRACTOR'S proprietary and confidential materials, data and information are safeguarded and held in confidence. The COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of the CONTRACTOR.

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated in anyway for:

- 38.1 Any materials, data and information not plainly and prominently marked with restrictive legends as set forth in Paragraph 38.0;
- 38.2 Any materials, data and information covered under Paragraph 38.0; and
- 38.3 Any disclosure of any materials, data and information which the COUNTY is required to make under the California Public Records

Act or otherwise by law.

CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, the CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in the COUNTY'S computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by the COUNTY, without the COUNTY'S prior written consent. The provisions of Paragraph 38.0, shall survive the expiration or termination of this Contract.

### **39.0 Records**

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Paragraph 40.0, Records Retention and Inspection, herein below.

### **40.0 Records Retention and Inspection**

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

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

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

40.2 Confidentiality Agreement: Contractor Employee Acknowledgment and Confidentiality Agreement (Attachment C, hereunder) signed forms.

40.3 Licenses: If applicable, Business Licenses and Certifications relating to curriculum and instructors.

40.4 Action Items from Performance Evaluation Meetings: The CCA writes the action items from any Performance Evaluation Meetings and provides them to the CONTRACTOR for follow-up and retention.

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

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

40.6 Failure on the part of the CONTRACTOR to comply with the provisions of this Paragraph 40.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

**41.0 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 Project.

**42.0 Subcontracting**

No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract.

In the event of such a breach, the Contract may be terminated forthwith. The COUNTY'S determination of whether to approve the CONTRACTOR'S

request to subcontract shall be completely within the discretion of the COUNTY.

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

- 42.1 A description of the service to be provided by the proposed subcontractor;
- 42.2 Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
- 42.3 An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
- 42.4 A resume of the potential subcontractor's background and experience.

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

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

#### **43.0 Termination for Breach of Warranty to Maintain Compliance With County's Child Support Compliance Program**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 19.0, CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute a default by

CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within thirty (30) days of written notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Paragraph 45.0, Termination For Default of The CONTRACTOR.

#### **44.0 Termination for Convenience**

Performance of services under this Contract may be terminated by either party, in whole or in part, when such action is deemed by the terminating party to be in its best interest. Termination of work by either party shall be effected by delivery of a thirty (30) day calendar, prior written Notice of Termination to the other party. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

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

- 44.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
- 44.2 Complete performance of any such part of the work not terminated by the Notice of Termination.
- 44.3 After receipt or delivery of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.
- 44.4 Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.
- 44.5 Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Paragraph 40.0, Records Retention and



Inspection, herein above.

- 44.6 If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.
- 44.7 Subject to the provisions of Subparagraph 44.3 above, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph 44.0. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

**45.0 Termination for Default of the Contractor**

The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

- 45.1 If the CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof; or
- 45.2 If the CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure; or
- 45.3 In the event the COUNTY terminates this Contract in whole or in part as provided in this Paragraph 45.0, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or
- 45.4 If, after giving Notice of Termination of this Contract under the provisions of this Paragraph 45.0, it is determined for any reason that the CONTRACTOR was not in default under the provisions of

this Paragraph 45.0 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Paragraph 44.0, Termination For Convenience of the COUNTY, herein above; or

45.5 Upon termination of this Contract, the CONTRACTOR shall adhere to the termination provisions of Paragraph 45.0 herein above.

**46.0 Termination for Improper Consideration**

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.

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

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

**47.0 Termination for Non-Adherence of County Lobbyist Ordinance**

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

**48.0 Termination for Non-Appropriation of Funds**

The COUNTY'S obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current

fiscal year are subject to Federal, State or COUNTY-S legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

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

**49.0 Termination Notices**

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

**50.0 Timely Completion**

Time is of the essence in the completion of service and work as stipulated in this contract.

**51.0 Trade Secrets**

Recognizing that the COUNTY has no way to safeguard trade secrets or proprietary information, the CONTRACTOR shall hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by the COUNTY of trade secrets and proprietary information.

**52.0 Validity**

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

**53.0 Verbal Discussions**

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

**54.0 Waiver**

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

writing.

**55.0 Warranty**

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

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

IN WITNESS WHEREOF, the parties hereunder have caused this Contract to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Bryce Yokomizo, Director

Date \_\_\_\_\_

By \_\_\_\_\_  
(Public Educational Institution)

Date \_\_\_\_\_

**APPROVED AS TO FORM**

Lloyd W. Pellman, County Counsel

By \_\_\_\_\_  
Barbara Goul, Principal Deputy County Counsel

Date: \_\_\_\_\_

**ATTACHMENT A  
STATEMENT OF WORK**

**STATEMENT OF WORK**

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## **STATEMENT OF WORK**

### **1.0 GENERAL**

#### **1.1 Scope of Work**

CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to provide multi-lingual Limited English Proficient Training service available to CalWORKs participants residing in Los Angeles County. In addition, CONTRACTOR shall provide and maintain a comprehensive listing of trainees and training classes.

1.1.1 The CONTRACTOR shall provide Language Sensitive Vocational Training to CalWORKs participants .

1.1.2 The training will target eligible CalWORKS participants with limited English proficiency residing in Los Angeles.

1.1.3. The CONTRACTOR shall provide CalWORKs participants referred by the COUNTY as well as participants recruited by the CONTRACTOR from the GAIN Regions with Language Sensitive Vocational Training Services.

1.1.4 The CONTRACTOR shall report students' attendance monthly to the COUNTY.

1.1.5 The CONTRACTOR shall evaluate and report students' progress on a quarterly basis to the COUNTY.

1.1.6 The CONTRACTOR will provide occupation-specific curricula, instructional materials, assessment tools and related resources.

1.1.7 The training will include lecture as well as lab components.

1.1.8 CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.

## **1.2 Key COUNTY Personnel**

### County Contract Administrator (CCA)

- 1.2.1 The CCA or alternate has full authority to monitor the CONTRACTOR'S performance in the daily operation of the Contract.
- 1.2.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.3 The CCA shall negotiate with CONTRACTOR on changes in service requirements pursuant to contract *Section VII, Other Terms and Conditions, Subparagraph 5.0 Changes and Amendments of Terms, Subparagraph 5.1*, herein above.
- 1.2.4 The CCA is not authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate the COUNTY in any way.
- 1.2.5 The COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the contract is awarded, and at any time thereafter a change of CCA is made.

## **1.3 Key CONTRACTOR Personnel**

### 1.3.1 Contract Manager

- 1.3.1.1 CONTRACTOR shall provide a Contract Manager who shall be responsible for the overall management and coordination of the contract and act as liaison with COUNTY. The Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.
- 1.3.1.2 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the contract.
- 1.3.1.3 The Contract Manager or alternate shall be identified in writing prior to contract award and at any time thereafter a change of Contract Manager or alternate is made.

### 1.3.2 Other CONTRACTOR Staff

- 1.3.2.1 CONTRACTOR shall provide staff who have the professional background, experience and expertise to provide the work products required in this Statement of Work.
- 1.3.2.2 All CONTRACTOR staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

## 1.4 Quality Control

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

- 1.4.1 A monitoring system covering all services required by the Agreement correcting deficiencies in the quality of service performed before the level of performance becomes unacceptable. The monitoring system must include the following:
  - 1.1.4.1 Specific activities to be monitored;
  - 1.1.4.2 Methods of monitoring to be used;
  - 1.1.4.3 Frequency of monitoring;
  - 1.1.4.4 Samples of forms to be used in monitoring; and
  - 1.1.4.5 Title/level and qualifications of personnel performing monitoring functions.
- 1.4.2 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the CCA **quarterly** or more frequently at the option of the CCA.

- 1.4.3 The method for continuing to provide services to COUNTY in the event of a strike of CONTRACTOR'S employees, not to exceed monetary amounts of this Contract pursuant to Part V, Maximum Amount, herein above.

## 1.5 Quality Assurance

- 1.5.1 DPSS shall monitor CONTRACTOR'S performance under this Contract, using the quality assurance procedures as defined in this Contract. (Reference Section VII, *Terms and Conditions, Paragraph 20.0, County's Quality Assurance Plan*).

- 1.5.2 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 (CDR) is issued, and at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

- 1.5.2.1 The minutes of 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 minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so will result in the acceptance of the minutes as written. If any dispute is still unresolved, the decision of the CCA will be final.

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

- 1.5.3 Contract Discrepancy Reports (CDR's)

- 1.5.3.1 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 reasonable time period.

- 1.5.3.2. The CCA will determine whether a formal Contract

Discrepancy Report (see Technical Exhibit 6.2 hereunder) shall be issued.

- 1.5.3.3 Upon receipt of this document, CONTRACTOR is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

## **1.6 Government Observations**

Federal, State, and/or County personnel, in addition to COUNTY Contract management staff, may observe performance activities, or review documents required by this Contract.

## **2.0 DEFINITIONS**

### **2.1 Acceptable Quality Level (AQL)**

A measure to express the allowable leeway or variance from the Agreement Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

### **2.2 Budget**

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

*Direct Costs* - Payroll, Employee Benefits (Medical, Dental, Life Insurance, etc.), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Other Direct Costs (Computer Hardware and Software, Telephone System, Equipment Maintenance, Space/Facility, Office Equipment, Supplies, Telephone/Utilities, Advertising costs, Building Maintenance, Custodial, and other specified).

*Indirect Costs* - General Accounting/Bookkeeping, Management Overhead, and other related costs.

*Profit* (if applicable) - Percent and Dollar Amount.

**2.3 California Work Opportunity and Responsibility To Kids (CalWORKs) Program**

The State's mandated public assistance program to provide financial assistance and employment services to families with dependent children.

**2.4 Department of Public Social Services (DPSS)**

The County department responsible for providing social and financial services to eligible persons in Los Angeles County.

**2.5 Food Stamp Program**

A Federal program designed to permit low income households to obtain a more nutritious diet.

**2.6 General Relief (GR) Program**

A financial assistance program administered by the COUNTY for persons who are not eligible for Federal or State assistance programs. The cost of this program is borne entirely by the COUNTY and is reimbursable to the COUNTY, if and when recipients are able to do so.

**2.7 Medi-Cal**

A program administered by the COUNTY that provides comprehensive medical benefits to all public assistance recipients and certain eligible persons unable to afford the cost of their medical care.

**2.8 Standard**

A minimum requirement set by the COUNTY for CONTRACTOR to perform a service or activity.

**3.0 COUNTY FURNISHED ITEMS**

**3.1 Materials**

3.1.1 A list of County-observed holidays.

3.1.2 A supply of Civil Rights Forms, Complaint of Discriminatory

Treatment (PA 607) and Section 21 of DPSS Civil Rights Handbook.

#### **4.0 CONTRACTOR FURNISHED ITEMS**

CONTRACTOR shall furnish all personnel, equipment, supplies and training (except as provided by COUNTY in Section 3.0 herein above) necessary to perform all services required by this Contract and will adhere to all requirements imposed on CONTRACTOR by this Contract.

##### **4.1 Personnel**

CONTRACTOR shall provide qualified staff who have the necessary bilingual skills or otherwise provide interpretive services for participants who cannot communicate in English.

##### **4.2 Equipment, Supplies and Materials**

CONTRACTOR shall furnish all equipment, supplies and materials necessary to perform all services required by this Contract. This shall include, but not be limited to training materials (except those furnished by COUNTY in Section 3.0, COUNTY Furnished Items), supplies and support material necessary to perform all services. The CONTRACTOR shall provide office related items such as computers, printers, monitors, hardware, software, telephone systems and instruments, including telephone messaging capacity, fax machines, photocopy machines, video-tape players (VHS) and monitors, and other related items necessary to fulfill the terms of this Contract.

##### **4.3 Facilities**

CONTRACTOR shall provide the necessary facility/facilities and furnishings required to execute this Contract.

##### **4.4 Training**

CONTRACTOR shall provide training in all aspects of services required in this Contract.

##### **4.5 Limited English Proficient Training Services**

CONTRACTOR shall provide an eight hour Limited English Proficiency Training Service to Limited English Proficient CalWORKs participants of Los Angeles County.

CONTRACTOR shall train an estimated total of 223 Limited English Proficient CalWORKs participants at an estimated actual cost of \$6,502 per student. Total accrual cost of training all targeted population participants shall not exceed maximum amount of the contract (See part V, Maximum Amount)

CONTRACTOR shall have the capability of handling current workload estimate of approximately 5 classes per month, with the capability of increasing volume to eight classes per month as needed.

#### **4.6 Posted Materials**

CONTRACTOR shall post in its facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Non-discrimination In Service notices. 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

### **5.0 SPECIFIC TASKS**

#### **5.1 Language Sensitive Vocational Training**

CONTRACTOR shall provide training that is customized to meet the limited English speaking skills of the CalWORKs population thereby allowing time to succeed in the County's welfare program by becoming economically self-sufficient.

##### **5.1.3 Provide Customized Training**

CONTRACTOR will work with the employment industry to provide customized training modules designed to meet the workplace needs of the employer.

##### **5.1.4 Training Facility**

CONTRACTOR will conduct training at a learning center on site at CONTRACTOR'S site, and at the employer site for occupational specific training.



#### 5.1.5 Provide Training to Participants in Their Own Language

In order to provide training service to CalWORKs participants needing Limited English Proficient training, CONTRACTOR shall respond to the needs of the community by placing a high priority on recruiting and keeping bilingual staff. CONTRACTOR shall ensure that at least fifty per cent (50%) VESL/ESL is available to participants. When there is a language need beyond the skills of CONTRACTOR staff, a bilingual instructor's aid shall be made available so that staff can provide the interpretation in the needed language.

#### 5.1.6 Provide trainees with Linkage to an Employment Opportunities

Providing linkage to needed services. CONTRACTOR staff shall actively participate in linking participants to employment opportunities by directly contacting an agency on behalf of the participant. The methods for linking participants may include:

- a. Setting up an interview;
- b. Notifying an organization of forthcoming contact by a participant;
- c. Scheduling an appointment for a participant for the purpose of establishing the participant's eligibility in obtaining employment; and
- d. Assisting the participant in obtaining an employment when the participant cannot effectively represent himself/herself.

#### 5.1.7 Provide Follow up

- a. Provide follow-up (on referrals with participants whose situation indicates follow-up is needed to ensure their employment need was met) by attempting to contact the caller and/or employer within five (5) business days of making the referral.
- b. Provide participant-related follow-up by contacting the participant and/or the employer to which a referral was made in order to ascertain whether the participant been linked with the service and whether appropriate service has been provided.
- c. Provide follow-up on a randomly selected sample of participants

each month to check job placement.

5.1.8 CONTRACTOR shall complete the following on a timely basis:

5.1.8.1 Monthly Invoice - By the 15<sup>th</sup> calendar day following the month in which service was provided.

5.1.8.2 Quarterly Reconciliation Invoice - By the 15<sup>th</sup> calendar day following the last month in the quarter in which service was provided.

5.1.8.3 Monthly Management Report - By the 15<sup>th</sup> calendar day following the month in which service was provided.

## 5.2 **Hard Copy Products and Record of Trainees Attendance**

Attendance records shall be provided to DPSS upon request.

It shall be CONTRACTOR'S practice to maintain as comprehensive a file as possible of trainees and training classes.

## 5.3 **Non Discrimination in Services**

No agency which denies service on the basis of color, race, religion ancestry or nationality, which proselytizes as a condition of service, whose service is illegal, will be included in CONTRACTOR'S resource file.

CONTRACTOR shall follow-up with a statistically valid sample of all participants referred to measure the quality of training service provided, the extent participant's training needs were met.

CONTRACTOR shall submit a monthly management report on the training services provided with its monthly invoice. This report shall include, but may not be limited to, information on number of training classes provided, number of trainees in attendance, various participants activities and progress of the trainees.

## 5.4 **Required Notices**

CONTRACTOR shall ensure that Equal Employment Opportunity and the State-approved Non-Discrimination in Services poster, *Equal Under the Law*, are posted in CONTRACTOR'S facilities, where they are easily accessible to CONTRACTOR'S employees.

**5.5 Conciliation/Grievance/State Hearings**

CONTRACTOR shall participate in conciliation, grievance, State and other public hearings upon request of COUNTY, including attendance by CONTRACTOR'S staff and providing records and documents as necessary. Whenever possible, COUNTY shall provide CONTRACTOR with at least three (3) business days notice prior to such meetings.

**5.6 Statistical Reporting**

CONTRACTOR shall maintain uniform reporting formats and maintain records for Limited English Proficient Training Services, including a written record of complaints, not only for the purpose of documentation, evaluation and accountability, but also for needs assessment and other planning purposes.

**5.7 Standards and Quality Control**

CONTRACTOR shall maintain and enforce appropriate standards and quality controls. CONTRACTOR shall monitor the quality of Limited English Proficient Training.

**5.8 Statistical Reporting**

CONTRACTOR shall maintain uniform reporting formats and maintain records for Limited English Proficient Training not only for the purpose of documentation, evaluation and accountability in the contract services, but also for needs assessment and other planning purposes.

## **TECHHNICAL EXHIBITS**

**TECHNICAL EXHIBIT 6.1**  
**PERFORMANCE REQUIREMENTS SUMMARY**

## **TECHNICAL EXHIBITS**

### **TECHNICAL EXHIBIT 1 PERFORMANCE REQUIREMENTS SUMMARY**

#### **6.1 INTRODUCTION**

This technical exhibit 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, the maximum deviation from Standard before service will be determined to be unsatisfactory, the COUNTY'S preferred method of monitoring, and the 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 Performance Requirements Summary (PRS) are intended to be completely consistent with the main body of this Contract and Attachment A, 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 Attachment A. In any case of apparent inconsistency between required services or Standards as stated in the main body and Attachment A and this PRS, the meaning apparent in the main body and Attachment A 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 Attachment A, 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.

The COUNTY expects a high Standard of CONTRACTOR performance. DPSS will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by the CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is the CONTRACTOR'S responsibility to provide the services set forth in the Statement of Work, Attachment A, and summarized in the PRS.

#### **6.2 PERFORMANCE REQUIREMENTS SUMMARY CHART**

The Performance Requirements Summary Chart is attached hereto as "Technical Exhibit 1-A and by this reference, incorporated and made a part of this Contract: and

- .1 Provides the Section or Paragraph where referenced (Column 1 of chart).
- .2 Defines the Standard of performance for each required service (Column 2 of chart).
- .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 liquidated damages (Column 3 of chart).

- .4 Indicates the penalties/fees to be assessed for failing to meet the AQL, for each listed contract requirement (Column 4 of chart). These may serve as baseline for assessing liquidated damages.

### **6.3 QUALITY ASSURANCE**

Each month of service, the CONTRACTOR-S performance will be compared to the Contract's Standards and AQL's using the Quality Assurance Monitoring Plan (QAMP).

The COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR-S performance. The anticipated method of monitoring to be used is:

One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of CONTRACTOR performance.

Review of reports and files maintained by the CONTRACTOR.

On-site evaluations and monitoring.

Evaluation of complaints.

### **6.4 CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a required service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR shall be required to respond within ten (10) business days upon receipt of a Contract Discrepancy Report (CDR). 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. The CCA will evaluate the CONTRACTOR-S explanation and determine if any financial penalties will be assessed. The CDR form is at the end of this exhibit as Technical Exhibit 2.

### **6.5 REMEDY OF DEFECTS**

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

### **6.6 UNSATISFACTORY PERFORMANCE REMEDIES**

When the CONTRACTOR'S performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following nonperformance

remedies:

- .1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- .2 Reduce payment to CONTRACTOR by a computed amount based on the penalty fee(s) in the PRS Chart.
- .3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- .4 Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR-S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR-S future invoice.

This section does not preclude the COUNTY-S right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided for in Paragraph 44.0, Termination for Convenience of the County.



**TECHNICAL EXHIBIT 6.2  
CONTRACT DISCREPANCY REPORT**

**TECHNICAL EXHIBIT 6.2  
CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATE:**

Prepared: \_\_\_\_\_  
Returned by Contractor: \_\_\_\_\_  
Action Completed: \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of CCA                      Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of CCA                      Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of CCA                      Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

CCA's Signature and Date \_\_\_\_\_

Contract Representative's Signature and Date \_\_\_\_\_

## **TECHNICAL EXHIBIT 6.3**

### **MONTHLY MANAGEMENT REPORT (MMR)**

#### **(PER STATEMENT OF WORK)**

CONTRACTOR will develop a Monthly Management Report format to be agreed by COUNTY, within ten (10) business days of Contract approval, which, at a minimum, will capture the following information, It will be submitted with CONTRACTOR's invoice by the 15<sup>TH</sup> calendar day of each month for the prior month.

- Monthly invoice for CONTRACTOR 'S payment for the report month.
- Quarterly Reconciliation Invoices for March 2003 starting December 02 - February 03), and quarterly thereafter throughout the term of the Contract.
- Number of participants referred, number of participants that were self-initiated (SIP) and the total number served in the report month. List identifying information for each.
- Number of participants who have exited the program during the completed quarter.
- Recommendation, suggestions, or comments for improving services/processes.

**ATTACHMENT B**  
**CONTRACTOR'S BUDGET**

**LANGUAGE SENSITIVE VOCATIONAL TRAINING  
BUDGET**

**ATTACHMENT C**  
 **GROUNDS FOR REJECTION**

## GROUNDS FOR REJECTION

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

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

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its services specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

\_\_\_\_\_  
Typed Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**  
**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT**  
**AND CONFIDENTIALITY AGREEMENT**



**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

Page 1 of 3

**GENERAL INFORMATION**

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

**ACKNOWLEDGMENT OF EMPLOYER**

*! I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.*

*! I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*

*! I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*

*! I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.*

\_\_\_\_\_ **(Initial and date)**

**CONFIDENTIALITY AGREEMENT**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Additionally, the test scores or any other information regarding the DPSS employees attending the DPSS Contract Training shall be considered confidential and not discussed with any one other than the County Contract Administrator. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
Page 2 of 3**

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

- ! I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between \_\_\_\_\_ and the County of Los Angeles.*
- ! I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- ! I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- ! I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*
- ! I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

\_\_\_\_\_ **(Initial and Date)**

**CONFLICT OF INTEREST POLICY**

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

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
Page 3 of 3**

**CONFLICT OF INTEREST POLICY (Cont.)**

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

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

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

Name: \_\_\_\_\_

(Contractor Employee's Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print Contractor Employee's Name)

Social Security Number: \_\_\_\_\_

Working Title: \_\_\_\_\_

Original: Contractor

Copy: Contract Employee

**ATTACHMENT E**

**BIDDER-S/OFFEROR-S EQUAL EMPLOYMENT  
OPPORTUNITY (EEO) CERTIFICATION**

**BIDDER-S/OFFEROR-S EEO CERTIFICATION**

Bidder-s/Offeror-s Name

\_\_\_\_\_

Address

\_\_\_\_\_

Internal Revenue Service Employer Identification Number

\_\_\_\_\_

**GENERAL**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1973, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the Contractor, supplier, or proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER-S/OFFEROR-S CERTIFICATION**

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

Name and Title of Signer

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT F**

**BIDDER-S/OFFEROR-S NONDISCRIMINATION IN  
SERVICES CERTIFICATION**

**BIDDER’S/OFFEROR’S NONDISCRIMINATION IN SERVICES CERTIFICATION**

Bidder's/Offeror's Name \_\_\_\_\_

Address\_\_\_\_\_

Internal Revenue Service Employer Identification Number \_\_\_\_\_

**GENERAL**

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or 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, 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.

**BIDDER’S/OFFEROR’S CERTIFICATION**

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

Name and Title of Signer  
\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

**ATTACHMENT G**

**OFFICE OF AFFIRMATIVE ACTION COMPLIANCE POLICY STATEMENT FORM  
AND FIRM/ORGANIZATION INFORMATION FORM**





# COUNTY OF LOS ANGELES OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Dennis Tafoya  
Affirmative Action Compliance Officer

The Los Angeles County Board of Supervisors at its meeting held on July 19, 1994, amended the Minority and Women-owned Business Enterprise Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefits for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any county contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

---

Applicant Signature

\_\_\_\_\_ Title

---

Name of Firm

\_\_\_\_\_ Date

**FIRM/ORGANIZATION INFORMATION FORM**

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR ' 23.5.

**TYPE OF BUSINESS STRUCTURE:**

\_\_\_\_\_  
(Corporation, Partnership, Sole Proprietorship, etc.)

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** \_\_\_\_\_

**CULTURAL/ETHNIC COMPOSITION OF FIRM** (Partners, Associate Partners, Managers, staff, etc.). Please break down the above total number of employees into the following categories:

|  | OWNER/PARTNERS/<br>ASSOCIATE PARTNERS | MANAGERS | STAFF |
|--|---------------------------------------|----------|-------|
| Black/African American   |                                       |          |       |
| Hispanic/Latin American  |                                       |          |       |
| Asian American   |                                       |          |       |
| American Indian/Alaskan Native   |                                       |          |       |
| All Others   |                                       |          |       |
| <i>Based on the above categories, please indicate the total number of men and women in the firm:</i> |                                       |          |       |
| Male   |                                       |          |       |
| Female   |                                       |          |       |

**PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

|       | Black/African<br>American | Hispanic/Latin<br>American | Asian American | American Indian/<br>Alaskan Native | All Others |
|-------|---------------------------|----------------------------|----------------|------------------------------------|------------|
| Men   | %                         | %                          | %              | %                                  | %          |
| Women | %                         | %                          | %              | %                                  | %          |

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES:**  
your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? yes, complete the following and attach a copy of your notice of certification.)

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTACHMENT H  
SAMPLE INVOICES**

**LIMITED ENGLISH PROFICIENT (LEP)/NON ENGLISH PROFICIENT (NEP) TRAINING  
MONTHLY INVOICE FORMAT**

Invoice to: HSA III  
Welfare-to-Work Division  
3220 Rosemead Blvd.  
El Monte, California 91731

Date: \_\_\_\_\_ Invoice Month/Year: \_\_\_\_\_

Vendor Information

Vendor No. \_\_\_\_\_ Vendor Name \_\_\_\_\_  
Contract No. \_\_\_\_\_ Address: \_\_\_\_\_  
Vendor Tax I.D. \_\_\_\_\_ Telephone No. \_\_\_\_\_

Payment Request for \_\_\_\_\_  
Month/Year

ADMINISTRATIVE COSTS. .... \$ \_\_\_\_\_  
DIRECT COSTS. .... \$ \_\_\_\_\_  
Other (Specify). .... \$ \_\_\_\_\_  
**SUBTOTAL**. .... \$ \_\_\_\_\_  
LESS AMOUNT ALREADY RECEIVED. .... \$ \_\_\_\_\_  
**\*TOTAL BILLED FOR THIS MONTH**. .... \$ \_\_\_\_\_

**\*Attach documentation to justify costs. Include an attachment with Administrative Costs broken into categories found in Attachment B. Documentation for Direct Services Costs should include copies of Attendance Reports, Attendance Logs and any other verification.**

\_\_\_\_\_  
Contractors' Authorizing Signature:

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
County Project Administrator's Approval:

\_\_\_\_\_  
Date Signed

.....  
**For Finance Division/Auditor-Controller use Only**

| Fund/Org | Acct. | Task | Option | Charge | Amount | P/F | Commit. |
|----------|-------|------|--------|--------|--------|-----|---------|
|          |       |      |        |        |        |     |         |

INVOICE FORMAT

LANGUAGE SENSITIVE VOCATIONAL TRAINING  
QUARTERLY RECONCILIATION  
REPORT FOR THE QUARTER: \_\_\_\_\_

mo/yr through mo/yr

Invoice to: HSA III  
Welfare-to-Work Division  
Los Angeles County Department of Public Social Services  
3220 Rosemead Boulevard  
El Monte, California 91731

Invoice Date: \_\_\_\_\_ Invoice No.: \_\_\_\_\_

Invoice Period From: \_\_\_\_\_ To: \_\_\_\_\_

Purchase Order No. \_\_\_\_\_

Contractor Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractors Social Security or Taxpayer I.D. No.: \_\_\_\_\_

1. Provision of training and consulting session "Language Sensitive Vocational Training"

Session date \_\_\_\_\_ Training Time \_\_\_\_\_ Cost per session \$ \_\_\_\_\_

Amount billed: \_\_\_\_\_

Total Amount billed for the Training..... \$ \_\_\_\_\_

**TOTAL AMOUNT FOR THIS INVOICE. . . . . \$ \_\_\_\_\_**

Payment shall be made by DPSS pursuant to Section V Contract Payment.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Contract Administrator's Approval Signature

\_\_\_\_\_  
Date

**LANGUAGE SENSITIVE VOCATIONAL TRAINING FOR LIMITED ENGLISH PROFICIENT  
(LEP)/NON ENGLISH PROFICIENT (NEP) CALWORKS PARTICIPANTS  
QUARTERLY RECONCILIATION INVOICE FORMAT**

Date: \_\_\_\_\_ Invoice Month/Year: \_\_\_\_\_

Vendor Information

Vendor No. \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Contract No. \_\_\_\_\_ Address: \_\_\_\_\_

Vendor Tax I.D. \_\_\_\_\_ Telephone No: \_\_\_\_\_

| <u>CASE NAME</u> | <u>CASE NUMBER</u> | <u>SERVICE PROVIDED</u> | <u>COST</u> |
|------------------|--------------------|-------------------------|-------------|
| 1. _____         | _____              | _____                   | \$ _____    |
| 2. _____         | _____              | _____                   | \$ _____    |
| 3. _____         | _____              | _____                   | \$ _____    |
| 4. _____         | _____              | _____                   | \$ _____    |
| 5. _____         | _____              | _____                   | \$ _____    |
| 6. _____         | _____              | _____                   | \$ _____    |
| 7. _____         | _____              | _____                   | \$ _____    |
| 8. _____         | _____              | _____                   | \$ _____    |
| 9. _____         | _____              | _____                   | \$ _____    |
| 10. _____        | _____              | _____                   | \$ _____    |
| 11. _____        | _____              | _____                   | \$ _____    |
| 12. _____        | _____              | _____                   | \$ _____    |
| 13. _____        | _____              | _____                   | \$ _____    |
| 14. _____        | _____              | _____                   | \$ _____    |
| 15. _____        | _____              | _____                   | \$ _____    |
| 16. _____        | _____              | _____                   | \$ _____    |
| 17. _____        | _____              | _____                   | \$ _____    |
| 18. _____        | _____              | _____                   | \$ _____    |
| 19. _____        | _____              | _____                   | \$ _____    |
| 20. _____        | _____              | _____                   | \$ _____    |

**TOTAL DIRECT SERVICES COSTS**

\_\_\_\_\_  
Contractor's Authorizing Signature:

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
County Project Administrator's Approval:

\_\_\_\_\_  
Date Signed

\*Attach additional pages if necessary

**LANGUAGE SENSITIVE VOCATIONAL TRAINING FOR LIMITED ENGLISH PROFICIENT  
(LEP)/NON ENGLISH PROFICIENT (NEP) CalWORKs PARTICIPANTS  
QUARTERLY RECONCILIATION INVOICE FORMAT**

Invoice to: HSA III  
Welfare-to-Work Division  
3220 Rosemead Blvd.  
El Monte, California 91731

Date: \_\_\_\_\_ Invoice Month/Year: \_\_\_\_\_

Vendor Information

Vendor No: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Contract No: \_\_\_\_\_ Address: \_\_\_\_\_

Vendor Tax I.D. : \_\_\_\_\_ Telephone No: \_\_\_\_\_

Quarterly Reconciliation

Invoices paid in the quarter \$ \_\_\_\_\_

Actual monthly costs \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
for the quarter Month 1 Month 2 Month 3 \$ \_\_\_\_\_

UnderPayment/Overpayment in the quarter \$ \_\_\_\_\_

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

Total to be deducted from current month invoice\* \$ \_\_\_\_\_

**Contractor's Authorizing Signature:** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

**County Project Administrator's Approval:** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

**\* The full underpayment/overpayment for the quarter is to be paid adjusted from the current month invoice. For Finance Division/Auditor-Controller use Only**

| Fund/Org | Acct. | Task | Option | Charge | Amount | P/F | Commit. |
|----------|-------|------|--------|--------|--------|-----|---------|
|          |       |      |        |        |        |     |         |



County of Los Angeles  
Department of Public Social Services

Attachment C

Bryce Yokomizo  
Director

June 23, 2003

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

Dear Supervisors:

**APPROVAL OF RECOMMENDATIONS RESULTING FROM THE BOARD-DIRECTED  
CalWORKs FUNDING RECOMMENDATIONS PROCESS  
(ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Adopt the consensus recommendations of the Stakeholders in the amount of \$44.5 million (99% of the projected available funding), as set forth in Attachment A.
2. Determine how to allocate the remaining \$500,000 (1% of the projected available funding) among the divergent recommendations of the Stakeholders, as set forth in Attachment B.
3. Approve the consensus contingency recommendation of the stakeholders to allocate \$4.5 million for the Youth Jobs program for the period July through September 2004, subject to available funding in Fiscal Year (FY) 2004-05.
4. Delegate authority to the Director of the Department of Public Social Services (DPSS) to negotiate, prepare, and execute amendments and/or documents necessary to extend the contractual agreements for the contracts specifically identified in Attachment C for the period July 1, 2003 through June 30, 2004. Approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such contracts and extension amendments, and the Director will notify the CAO in writing within ten (10) business days after execution.
5. Delegate authority to the Director of DPSS to negotiate, prepare and execute a sole source contract with the Los Angeles County Office of Education (LACOE), as identified on Attachment C, effective one (1) day after DPSS Director approval through June 30, 2004, to provide CalWORKs Coordination Services for Adult Schools and Regional Occupational Centers and Programs (ROC/Ps) outside the Los Angeles Unified School District (LAUSD). The total cost of the contract with LACOE is \$800,000, while the corresponding contract with LAUSD will be for \$1.2 million.



6. Authorize any funds allocated by your Board on March 4, 2003 for the period July through September 2003 to be utilized through June 30, 2004.
7. Instruct the Director of DPSS to reconvene the Stakeholders by June 2004 to develop recommendations to your Board regarding the utilization of any Performance Incentives available for FY 2004-05, beyond the \$4.5 million for Youth Jobs, provided that such recommendations shall be limited to those programs and services that are identified on Attachments A and B.
8. Authorize the CAO to execute changes in FY 2003-04 departmental budgets in accordance with your Board's action on these Recommendations.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On June 26, 2002, your Board acted on CalWORKs and LTFSS funding recommendations, which had been developed in accordance with your Board's instructions. In addition to acting on these funding recommendations, your Board instructed the Director of Public Social Services to reconvene representatives (hereunder referred to as "the Stakeholders") of the CAO, DPSS, the New Directions Task Force, the Public Social Services Commission and the Community Planning Group in January 2003 to report back to your Board with any recommended modifications to the utilization of the \$168.7 million allocated by your Board on June 26, 2002.

On March 4, 2003, your Board allocated \$15.7 million in Performance Incentives which were projected to be unspent as of the end of this fiscal year to fund recommendations of the Stakeholders. Specifically, your Board allocated \$1.4 million to be used in FY 2002-03 and \$14.3 million for FY 2003-04. In addition, your Board instructed the Director of DPSS to reconvene the Stakeholders by July 2003 to develop recommendations to your Board regarding the utilization of any additional Performance Incentives which remain available to the County in FY 2003-04.

On April 29, 2003, your Board directed DPSS, the Probation Department, the CAO and the Auditor-Controller to utilize one-time Performance Incentive funds which would otherwise be unspent as of June 30, 2003 to pay for juvenile probation services in FY 2002-03, and to treat the resulting NCC savings as if they were Performance Incentives dollars in FY 2003-04. Your Board's action of April 29 ensured that these funds will not revert to the State, but will instead remain available to the County.

Based on updated expenditure projections and the allocation by the State of substantial additional current-year Performance Incentives and Single Allocation funds in May 2003, an additional \$45 million in unspent Performance Incentives funds are projected to be available for services in FY 2003-04, beyond the \$14.3 million already allocated.

This Board letter transmits recommendations from the Stakeholders who met on three occasions from June 5 through 10, 2003. In accordance with your Board's March 4, 2003 instructions, the Stakeholders limited their discussions to:

The Honorable Board of Supervisors  
June 23, 2003  
Page 3

(Continued)

- 1) The After-School Enrichment Program;
- 2) Youth Jobs;
- 3) Services to Time-Limited Adults;
- 4) Homelessness Prevention Services; and
- 5) Programs/Services that could legally be funded with the CalWORKs Single Allocation.

The Stakeholders reached consensus regarding the recommended utilization of \$44.5 million, which represents 99% of the \$45 million projected to be available. These consensus recommendations are addressed in Recommendation 1 and set forth in Attachment A.

The Stakeholders have divergent recommendations regarding the recommended utilization of the remaining \$500,000. The divergent recommendations are addressed in Recommendation 2 and set forth in Attachment B.

Your Board has identified maintenance of the Youth Jobs program as a major priority and approved \$4.5 million for the summer of 2003 on March 4, 2003. The summer focus of the Youth Jobs program requires a funding commitment before June 2004, if Youth Jobs is to continue to function during the summer of 2004. In this context, the Stakeholders recommend the approval of \$4.5 million for Youth Jobs for the summer of 2004, contingent upon the availability in FY 2004-05 of Performance Incentives or NCC resulting from utilizing Performance Incentives to fund juvenile probation services in FY 2002-03. If and when the availability of this funding is confirmed, DPSS and the CAO will notify the Director of Community and Senior Services, the lead agency for Youth Jobs. This recommendation is in addition to the \$450,000 recommended for Youth Jobs in FY 2003-04, as set forth on Attachment A, for preparatory costs for the summer 2004 program.

I have independently reviewed the consensus recommendations of the stakeholders set forth above and concur with them.

Implementation of several of the consensus funding recommendations addressed in Recommendation 1 require the amendment of existing contracts or the execution of a renewal contract. Recommendation 4 seeks delegated authority for the Director of DPSS to execute renewal contracts or amend existing contracts, as set forth in Attachment C. Recommendation 5 seeks delegated authority for the Director of DPSS to execute a new sole source contract with LACOE in order to provide CalWORKs Coordination Services for Adult Schools and ROC/Ps outside the LAUSD.

On March 4, 2003, your Board allocated \$14.3 million to be utilized from July through September, 2003. Recommendation 6 seeks authority for these funds to be utilized through June 30, 2004 for the purposes approved by your Board on March 4, 2003. This longer period will enable the funds to be combined seamlessly with the \$45 million addressed in Recommendations 1 and 2. There is no fiscal or other obstacle to extending the period for the utilization of these funds through June 30, 2004.

The Honorable Board of Supervisors  
June 23, 2003  
Page 4

Some Performance Incentives and/or NCC from the utilization of Performance Incentives for juvenile probation services in FY 2002-03 may be available to the County for services in FY 2004-05. In keeping with your Board's prior instructions that the five stakeholder groups develop recommendations to your Board regarding the utilization of CalWORKs Performance Incentives, Recommendation 7 proposes that your Board instruct the Director of DPSS to reconvene the stakeholders by June 2004 to develop recommendations to your Board for FY 2004-05.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

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

### **FISCAL IMPACT/FINANCING**

These recommendations will be funded with an estimated \$45 million in preserved NCC resulting from utilizing Performance Incentives instead of NCC in FY 2002-03 to fund juvenile probation services, pursuant to your Board's action on April 29, 2003. Since this NCC would have otherwise been spent for juvenile probation services during the current year, there is no overall NCC impact due to these recommendations.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Performance Incentives funding may be used in any manner authorized by federal law: 1) in any manner reasonably calculated to meet one of the four (4) purposes of the Federal TANF program; or 2) to continue providing services and benefits that the state was authorized to provide under its former Title IV-A or IV-F State plans, which covered Aid to Families with Dependent Children (AFDC), Emergency Assistance (EA) and Job Opportunities and Basic Skills Training. The four (4) purposes of the federal TANF Program are to:

1. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
2. End the dependence of needy parents on government benefits by promoting job preparation, work and marriage;
3. Prevent and reduce the incidence of out-of-wedlock pregnancies; and
4. Encourage the formation and maintenance of two parent families.

All funding recommendations in this letter involve services which are reasonably calculated to accomplish a TANF purpose.

The recommendations are made subject to applicable laws, regulations and Board actions in effect and applicable to the projects, programs, and/or line items identified in the recommendations. The County of Los Angeles through DPSS has the legal authority pursuant to State law to administer the CalWORKs program in the county. The CAO has reviewed and approved this letter as to form. County Counsel has reviewed it.

### **CONTRACTING PROCESS**

The Director of DPSS will execute contracts and contract amendments in accordance with the delegated authority requested in Recommendations 4 and 5 and detailed in Attachment C.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

To the extent that implementation of these recommendations increases the number of CalWORKs families who attain long-term self-sufficiency, they will reduce the current and future demand for certain public services.

Respectfully submitted,



Bryce Yokomizo, Director  
Department of Public Social Services

BY:pa

Attachments

c: Chief Administrative Officer  
County Counsel  
Commission for Public Social Services  
Community Planning Group  
New Directions Task Force

**CONSENSUS FUNDING RECOMMENDATIONS  
FOR FY 2003-04**

| Program/Service   | Consensus Recommendation |
|---|--------------------------|
| After-School Enrichment Program (see Comment 1)                     | \$13,062,000             |
| CalWORKs Adult School/ROCP Coordination Services (see Note 1)       | 2,000,000                |
| CalWORKs Community College Coordination Services                    | 2,800,000                |
| CalWORKs Eligibility Workers  | 11,000,000               |
| Child Care Training Institute                                       | 550,000                  |
| County Apprenticeship Program (LTFSS #4) (see Note 2)               | 600,000                  |
| Domestic Violence Services  | 2,300,000                |
| Homelessness Prevention Services (LTFSS #14 & #15)                  | 3,000,000                |
| Housing Relocation Program (LTFSS #6)                               | 200,000                  |
| Limited-English Proficiency (LEP) Education & Training (see Note 3) | 2,038,000                |
| Services to Time-Limited Adults (see Note 4 and Comment 2)          | 2,500,000                |
| Transitional Subsidized Employment (LTFSS #3)                       | 2,800,000                |
| Youth Jobs (LTFSS #23) (see Note 5)                                 | 450,000                  |
| Wage-Based Community Service (see Note 6)                           | 0                        |
| Careers in Child Care (see Note 7)                                  | 1,200,000                |
| <b>Total Consensus Recommendations</b>                              | <b>\$44,500,000</b>      |

**NOTES OF EXPLANATION**

**Note 1:** Of the \$2 million in recommended funding, DPSS will contract with LAUSD for \$1.2 million and with LACOE for \$800,000. LACOE will then sub-contract with interested adult schools and regional occupational centers/programs other than LAUSD. This division of the recommended funding is consistent with the allocation of this funding by the State in FY 2001-02, which is the last year that this funding was provided directly by the State to adult schools and regional occupational centers and programs.

**Note 2:** The recommended level of funding will cover the costs of both the grounds maintenance helper and clerical worker components of this program.

**Note 3:** By January 2004, the Director of DPSS will submit recommendations to your Board regarding the most effective manner to utilize this funding for education and training for limited English-proficient CalWORKs participants. In October and November 2003, DPSS will convene representatives of the Community Planning Group, community colleges, adult schools, and Regional Occupational Centers and Programs to develop these recommendations, based on the outcome of the current LEP small-scale contracts, HACLA LEP contract, and other relevant information.

**Note 4:** Of this funding, \$300,000 will be used for community outreach by community-based organizations to participants who have reached, or are within 12 months of, their CalWORKs 60-month time limit. The Department of Mental Health will incorporate this funding into a number of current CalWORKs mental health contracts that already include mental health outreach services. The participating community-based organizations, which may include subcontractors to current CalWORKs Mental Health contractors, will have the capacity and expertise to conduct outreach throughout the County, and in the applicable languages for the target service population.

**Note 5:** This additional funding is recommended to cover the preparatory costs of the Youth Jobs program for the summer of 2004, in conjunction with the consensus contingency recommendation (Recommendation #2) to allocate \$4.5 million for Youth Jobs for July-September 2004, subject to the availability of funding.

**Note 6:** Though no additional funding is recommended for this program, the funding already allocated for this program for FY 2003-04 will be sufficient to implement and sustain this program countywide, through June 30, 2004.

**Note 7:** This amount represents the consensus recommendation. Several groups have recommended an amount above this consensus amount. This additional amount recommended by some but not all of the stakeholder groups is shown as part of the divergent recommendations in Attachment B.

#### **COMMENTS FROM INDIVIDUAL STAKEHOLDER GROUPS**

##### **Comment 1: Community Planning Group (CPG) comment on the After-School Enrichment Program allocation**

While the CPG agreed with other stakeholder groups to allocate full funding for this program, the Board's decision to list this program as a number one priority nevertheless troubles us. We believe all five (5) stakeholder groups could have reached 100% consensus had they not felt compelled by the Board's direction to fully fund after-school programs. While the CPG values the after school programs, a small reduction in this program could have allowed for the full funding for the LTP training at \$2.4 million, instead of reducing it to \$2,038,000 (a 15% cut) and the car repairs program at \$500,000. Funding these out of funds for after-school programs would result in a loss of \$862,000 to after-school programs, a modest 5% cut for the year (total allocation for FY 2003-04 is \$17,062,000). We believe a modest cut is appropriate since it would have allowed the Stakeholders to fund other important programs.

Furthermore, millions of dollars (both from Performance Incentives or Single Allocation) are spent each year (via GAIN) on child care for Welfare-to-Work families, yet only a few million dollars of Performance Incentives monies (and no Single Allocation dollars) are spent on actual skills training for participants. As funds get tighter, the commitment to the After-School Program may well mean those skills training programs are cut or lost all together. This concerns the CPG. On the other hand, funds could be set aside to ensure these skill programs continue for years to come.

**Comment 2: CPG comment on Services to Time-Limited Adults**

All of the Stakeholder groups recommended \$2,500,000 to fund services to time-limited adults. Included in this funding is \$300,000 that has been designated for Outreach and Referral activities.

The Community Planning Group advocated for the inclusion of these special outreach and referral activities for several reasons, including:

- In our on-going communications with CalWORKs participants, we have heard myriad reports indicating a substantial lack of knowledge of the programs and services available to support participants, particularly programs and services designed to assist participants approaching or having reached their time-limits.
- Of those families who are currently or soon will be impacted by time limits and who are not utilizing employment, job-training, education, and other programs and services, the available data indicates a large disproportionate number of these families are Limited-English Proficient (LEP) and among populations that are traditionally difficult to reach—e.g., monolingual Asian groups.

This information led us to conclude that current outreach and referral efforts are insufficient to insure that all CalWORKs participants who are approaching their time limits can access the services and supports available to them. We believe that current efforts must be supplemented by outreach and referral efforts that are culturally appropriate and geographically dispersed.

The Department of Mental Health will administer these funds through existing contracts to insure that these services are implemented as quickly as possible. These services will be delivered by existing community-based mental health contracted agencies and, to the extent legally permissible, subcontracted community-based organizations. All providers must have demonstrated expertise and capacity to deliver these services.

## DIVERGENT FUNDING RECOMMENDATIONS FOR FY 2003-04

| Program/Service   | CAO       | CPG       | DPSS      | NDTF      | PSSC      |
|---|-----------|-----------|-----------|-----------|-----------|
| Careers in Child Care (see Note 1 and Comments 1 and 2) | \$500,000 | \$0       | \$500,000 | \$0       | \$500,000 |
| Overcoming Barriers to Vehicle Access (see Comment 3)   | \$0       | \$500,000 | \$0       | \$500,000 | \$0       |

### NOTES OF EXPLANATION

Note 1: The amount recommended here by 3 of the 5 stakeholder groups is *in addition* to the \$1,200,000 recommended by all of the stakeholder groups for this program (as shown in Attachment A).

### COMMENTS FROM INDIVIDUAL STAKEHOLDER GROUPS

#### **Comment 1: CPG and NDTF Comment on Careers in Child Care**

The CPG and the New Directions Task Force (NDTF) delegates were committed to working towards consensus with this funding recommendation, but we also had several concerns, including:

- DPSS estimates the cost per participant for this two-year program to be \$5500/year;
- Questions about whether this program will ultimately lead to living wage jobs; and
- Instructional services in child care and development would likely continue at the participating community colleges, even in the absence of this additional funding.

These and other questions, as well as limited funds, led us to recommend an amount less than the other three stakeholder groups.

#### **Comment 2: DPSS Comment on Careers in Child Care**

If funding for Careers in Child Care is reduced to \$1.2 million for FY 03/04, some of the ten participating colleges may discontinue their participation, and colleges may not be as successful in recruiting and retaining CalWORKs students due to cuts in the staff responsible for recruitment and retention. Funding of \$ 1.7 million will allow this fully-developed program to continue at all ten colleges with little or no reduction in current services.



**Comment 3: CPG Comment on Overcoming Barriers to Vehicle Access**

Together with the NDTF, we have allocated \$500,000 for this program to assist CalWORKs participants with car repairs. The Public Social Services Commission wanted to fund this program but could not because of limited funds (See Comment 1 in Attachment A).

The CPG believes strongly that the Board should embrace this program as a priority for funding. Numerous studies show higher rates of employment and higher earnings are highly correlated with having access to a working automobile. Given these studies, and the well documented lack of adequate public transportation in Los Angeles, the CPG believes that DPSS should provide funds to participants to fix their cars if doing so will help these participants participate in GAIN or get or keep a job.

We further recommend that DPSS modify the existing program parameters to insure its full utilization. Feedback from many CalWORKs families indicates that the program is currently underutilized because of extreme limitations on how the funds can be used. We strongly recommend that DPSS work with community agencies to address these program design barriers in a timely manner in order to insure full utilization of the funds.

**RECOMMENDED DELEGATED CONTRACT AUTHORITY FOR FISCAL YEAR 2003-04  
TO THE DIRECTOR OF PUBLIC SOCIAL SERVICES**

| Program/Service  | Contractor(s)   |
|--|---|
| Homelessness Prevention Services (LTFSS #14 & #15)                                     | Los Angeles Homeless Services Authority                                       |
| After-School Enrichment Program  | Los Angeles County Office of Education (LACOE)                                |
| CalWORKs Community College Coordination Services                                       | Los Angeles Unified School District (LAUSD)<br>13 Community College Districts |
| Wage-Based Community Service   | South Bay Workforce Investment Board  |
| Transitional Subsidized Employment (LTFSS #3)  | South Bay Workforce Investment Board  |
| Careers in Child Care  | 10 Community Colleges   |
| County Apprenticeship Program (LTFSS #4)   | LAUSD   |
| CalWORKs Adult School/Regional Occupational Centers and Programs Coordination Services | LAUSD<br>LACOE  |
| Child Care Training Institute  | LACOE   |

**EVALUATION CRITERIA FOR PROPOSALS OF  
LIMITED ENGLISH PROFICIENCY (LEP) EDUCATION AND TRAINING PROGRAMS**

1. Provider Qualifications
2. Future Funding for Sustainability of Program
3. Training Curriculum
4. Program Innovation
5. Participant Recruitment
6. Target Population
7. Target Industry
8. Training Delivery
9. Training Duration
10. Training Outcomes
11. Actual Cost Bid Per Student Trained
12. Business License
13. References
14. Number of Years in Business Providing the Required Service
15. Number of Staff Available to Provide the Required Service
16. Relationship with RITE Providers
17. Relationship with GAIN Job Developers
18. Links to Employers and Employment Placements
19. Levels of English Proficiency for Program(s) Offered  
(Levels of 4 and below, levels of only 3 and 4, etc.)  
Consideration will be given to programs accepting Levels of 1 and 0.
20. Ability to Serve the Threshold Language Groups