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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

February 02, 2016

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

24 February 16, 2016

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO ENTER INTO CONTRACT WITH CITY OF INGLEWOOD FOR
WELFARE-TO-WORK VOCATIONAL INTERMEDIARY AND DIRECT SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) is seeking approval to execute a new three-year contract with the City of Inglewood (COI) to provide Welfare-to-Work (WtW) Vocational Intermediary and Direct Services to the County's California Work Opportunity and Responsibility to Kids (CalWORKs) WtW, General Relief Opportunities for Work (GROW) and other eligible Transitional Age Youth (TAY).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS or her designee to execute a contract in substantially similar form as Enclosure I, with the City of Inglewood for a term of three years, effective March 1, 2016 through February 28, 2019, at an estimated average annual cost of \$51,825,000. The estimated cost for the contract for the three-year term is \$160,229,000. The cost of the contract will be funded through CalWORKs Single Allocation, Expanded Subsidized Employment (ESE) Funds, Fraud Incentive Funds, Department of Children and Family Services (DCFS) Chafee Independent Living Program (ILP) Funds, DCFS Realignment Funds, Probation Title IV-E Waiver Funds, and Net County Cost (NCC).
2. Delegate authority to the Director of DPSS or her designee to prepare and execute amendments to the contract for: (1) instances which affect the scope of work, term, contract sum, payment terms, or any other term or condition in the contract; (2) additions and/or changes required by the Board of Supervisors (Board) or Chief Executive Officer (CEO); (3) changes to be in compliance with

applicable County, State, and federal regulations; and (4) increases of no more than ten percent or decreases of no more than fifteen percent of the original contract amount based on contractor's performance, community needs, and funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director shall notify the Board within 10 business days of executing such amendments.

3. Delegate authority to the Director of DPSS or her designee to provide up to four advance payments, one per fiscal year, not to exceed 50% of the estimated monthly cost of Paid Work Experience (PWE) and On-the-Job Training (OJT), to cover payroll cost for participants in PWE and OJT. The County shall fully recoup all advances in the fiscal year in which the advance is issued.

4. Delegate authority to the Director of DPSS or her designee to extend the Contract on a month-to-month basis for up to six months, if needed, to complete the contract procurement process.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 4, 2003, the Board approved the implementation plan for the Transitional Subsidized Employment (TSE) Program which provides WtW participants with PWE, OJT and vocational classroom training. On February 27, 2007, the Board expanded the TSE Program to include Work Study in Public Agencies to enable participants, enrolled in community colleges, to participate in the Work Study Program related to their course of study in a County Department.

The TSE Program provides the opportunity for participants to engage in workforce readiness and subsidized employment activities. Other services provided as part of this contract include the coordination of the Work Study Program and the maintenance of the Vocational training/opportunity provider inventory.

The COI is the administrative entity that comprises the South Bay Workforce Investment Area, under a Joint Powers Authority agreement. Approval of this contract will allow DPSS to continue to provide subsidized employment and vocational services to CalWORKs WtW, GROW participants, and eligible transitional age youth referred by the DCFS and Probation. The COI will also continue to provide intermediary services to assist WtW participants to secure unsubsidized career-ladder employment that will lead to self-sufficiency.

During the term of the current contract, COI has adapted to program changes and will meet contractual and Workforce Innovation and Opportunity Act collaboration requirements.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The estimated three-year contract amount of \$160,229,000 is allocated by fiscal year as follows:

Funding for FY 2015-16 (4 months) is estimated at \$22,028,000

Funding for FY 2016-17 (12 months) is estimated at \$51,825,000

Funding for FY 2017-18 (12 months) is estimated at \$51,825,000

Funding for FY 2018-19 (8 months) is estimated at \$34,551,000

Funding for FY 2015-16 is included in the Adopted Budget. The FY 16-17 total budget of \$51,825,000 is included in the Budget Request and is funded by the following sources:

1) CalWORKs Single Allocation in the amount of \$9,320,000, 2) CalWORKs Expanded Subsidized Employment in the amount of \$39,929,000, 3) DCFS Chafee ILP and Realignment Funds in the amount of \$784,000, 4) Probation Title IV-E Waiver Funds in the amount of \$250,000, 5) Fraud Incentive Funds in the amount of \$1,514,000, and 6) NCC in the amount of \$28,000.

Implementation of the LEADER Replacement System (LRS) and elimination of the GROW system will result in the incorporation of GROW vocational training providers into the provider inventory maintained by the contractor. The NCC will cover the incremental cost of adding GROW providers to the inventory.

Funding for future fiscal years will be included in the DPSS annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contract and Board letter. The contract was approved as to form by County Counsel. The proposed contractor is in compliance with all Board, CEO, and County Counsel requirements.

The Living Wage Ordinance does not apply as the recommended contract is not subject to Prop A requirements.

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

CONTRACTING PROCESS

The recommended contract was procured in accordance with California Department of Social Services (CDSS) regulations (Section 23-650.1.14), which allows for procurement by negotiation without formal advertising for any service to be rendered by a local government agency, public university, public college or other public educational institution. The COI, a local government agency, has provided these services for several years and has the programmatic expertise and capacity required for the provision of services under this contract.

Contract Performance

The monitoring for the current contract is performed on a semi-annual basis. Monitoring results for the most recent monitoring period indicated that the COI was in compliance with the contract requirements.

In the proposed contract, monitoring will continue to be performed on a semi-annual basis. The

The Honorable Board of Supervisors

2/2/2016

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contract will address performance measures and specify monitoring activities that will be conducted by DPSS and Contractor staff.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

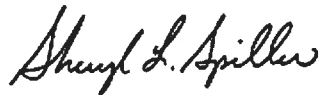
The recommended action will permit the uninterrupted provision of subsidized employment and vocational services to WtW participants and Transitional Age Youth.

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

CONCLUSION

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

Respectfully submitted,



SHERYL L. SPILLER

Director

SLS:la

Enclosures

c: Chief Executive Officer
Acting Executive Officer, Board of Supervisors
County Counsel
Department of Children and Family Services
Probation Department

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF INGLEWOOD

FOR

**WELFARE-TO-WORK VOCATIONAL INTERMEDIARY
AND DIRECT SERVICES**

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411
March 1, 2016

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF INGLEWOOD
FOR
WELFARE-TO- WORK VOCATIONAL INTERMEDIARY AND DIRECT SERVICES**

This Contract (“Contract”) is made and entered into this 1st day of March, 2016 by and between the County of Los Angeles Department of Public Social Services (DPSS), hereinafter referred to as County and City of Inglewood, hereinafter referred to as Contractor. City of Inglewood is located at 11539 Hawthorne Blvd., Suite 500, Hawthorne, CA 90250.

RECITALS

WHEREAS, City of Inglewood is a local government agency and is qualified to provide the **Welfare-To-Work Vocational Intermediary and Direct Services** as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, County finds it necessary to secure such professional services; and

WHEREAS, Pursuant to California Department of Social Services (CDSS) Purchase of Service Regulations Section 23-650.1.14, Contracts may be negotiated without formal advertisement for any service rendered by any local government agency;

WHEREAS, this Contract is further authorized by Welfare and Institutions Code sections 11322.6 et seq.

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree to the following:

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S as set forth below, are attached to and form a part of this Contract.
- 1.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Exhibits or between Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work
	Technical Exhibit 1 - Performance Requirements Summary Chart
	Technical Exhibit 2 - Contract Discrepancy Report
	Technical Exhibit 3 - Monthly Management Report (MMR)
	Technical Exhibit 4 - Civil Rights Complaint Form (PA 607)
	Technical Exhibit 5 – TSE Monthly Tracking Log
Exhibit B	Contractor’s Budget
Exhibit C	Contractor’s Sample Monthly Invoice Format
Exhibit D	Certification of Compliance with The County’s Defaulted Property Tax Reduction Program
Exhibit E1	County’s Administration – Monitoring Section
Exhibit E2	County’s Administration – Invoicing Section
Exhibit F	Contractor’s Administration
Exhibit G1	Contractor Acknowledgment and Confidentiality Agreement
Exhibit G2	Contractor Employee Acknowledgment and Confidentiality Agreement
Exhibit G3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit H	Contractor Employee Jury Service
Exhibit I	Contractor’s Equal Employment Opportunity (EEO) Certification
Exhibit J	Contractor’s Nondiscrimination in Services Certification
Exhibit K	Internal Revenue Service Earned Income Credit Notice 1015
Exhibit L	Safely Surrendered Baby Law
Exhibit M	Charitable Contributions Certification
Exhibit N	Attestation of Willingness to Consider GAIN/GROW Participants
Exhibit O	Certification of No Conflict of Interest
Exhibit P	Familiarity With County Lobbyist Ordinance Certification
Exhibit Q	County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application For Exception
Exhibit R	Determination of Contractor Non-Responsibility and Contractor Debarment Title 2 Administration
Exhibit S	Criminal Conviction Information Notice and Certification

1.3 This Contract and the Exhibits attached hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

2.0 DEFINITIONS

The Department of Public and Social Services is responsible for providing social services and financial assistance to eligible persons in Los Angeles County. 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 context in which they are used:

2.1 Acceptable Quality Level (AQL)

A measure to express the allowable variance from a Contract Standard, before County will determine a specific service is unacceptable. The AQL does not imply that it is acceptable to vary from the Contract Standards, or that Contractor may knowingly perform in a defective way. The AQL recognizes the fact that defective performance sometimes happens unintentionally. However, the County expects expert professional services to be provided at all times.

2.2 Actual Costs

Amounts determined on the basis of costs incurred, as distinguished from forecasted costs. Actual costs include standard costs properly adjusted for applicable variances.

2.3 America's Job Center of California (AJCC)

A brand that the State of California modified slightly from the national brand "American Job Center" for the one-stop centers under WIOA.

2.4 Appointment Date

The date and time a participant is scheduled by the GAIN Services Worker to first meet with the One Stop Career Center/AJCC for TSE enrollment. The appointment date starts the 21 business day placement period.

2.5 Assembly Bill (AB) 98

AB 98 added Section 11322.63 of the Welfare and Institution (W&I) code which requires the California Department of Social Services (CDSS) to reimburse counties up to 50 percent of a CalWORKs recipient's wage subsidy outside of the County Single Allocation when the recipient is participating in subsidized employment. In order for counties to claim the additional funds, the wage subsidies must be limited to six months, and the amount of the wage subsidies claimed outside of the Single Allocation may not exceed 50 percent of the maximum aid payment for the assistance unit of which a recipient is a member SB1041 restored the

Earned Income Disregard (EID) to \$225 and effective October 1, 2013, the amount of wage subsidies claimed may not exceed 50% of the total wage costs, less \$113, up to 100% of the computed grant for the assistance unit in the month prior to participation in subsidized employment program (AB 98 Program).

2.6 Assessment

An objective Assessment of all referred CalWORKs Youth, CFT/Non-CFT Youth, Independent Living Program (ILP) applicants to include basic math and literacy skills; educational status; barriers and service needs. The Assessments help to determine career interest, scholastic aptitude, and employment readiness.

2.7 Blueprint for Workplace Success

Customized curriculum which focuses on employer initiated pre-employment training for youth job seekers and workers: With skills standards necessary for youth workplace success; to achieve improved, more relevant training and employment outcomes for youth; and to connect what is being taught in the classroom with what is required in the workplace.

2.8 Blueprint Training

A voluntary supplemental training for WtW participants identified as needing assistance with soft skills, conflict resolution and other work place related challenges that may hinder full-time employment and job retention. Blueprint Training includes Communication Skills, Interpersonal Skills, Decision Making Skills, and Lifelong Learning Skills as part of the Worksource Center activities. Upon successful completion, WtW participants will receive Gold Level Job Readiness Certification.

2.9 Board of Supervisors

The governing body for the County of Los Angeles that enacts ordinances and establishes specific laws for the administration of County Departments and special districts.

2.10 Budget

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

2.11 Bureau of Workforce Services (BWS)

A bureau within DPSS charged with the responsibility of the oversight of the operations and administration of GAIN regional operations.

2.12 Business Days

Monday through Friday, excluding County holidays.

2.13 Calendar Day(s)

Any and all days in a calendar month.

2.14 CalWORKs

Acronym for “California Work Opportunity and Responsibility to Kids” which is the State of California’s time limited Federal TANF assistance program for needy families designed to assist them to transition from welfare to self-sufficiency.

2.15 CalWORKs and GAIN Program Division

A division within DPSS, with responsibility for the WtW/GAIN and REP program administration. This division is responsible for the development and updating of the Los Angeles County GAIN plan and provision of technical assistance to other agencies and Contractors to ensure program requirements are met.

2.16 CalWORKs Youth

DCFS/Probation ILP, CFT and Non-CFT youth who are aided on a CalWORKs case.

2.17 Chafee Foster Care Independence Program

The Chafee Foster Care Independence Program is a federal law that mandates states to provide funds, support, and resources to dependent and delinquent foster youth ages 16 up to 21. This program was established to improve outcomes for youth exiting foster care. Prior to this law, a significant number of youth who aged out of care at 18 were homeless and unemployed at one time or another.

2.18 Child and Family Team (CFT) Youth

Youth ages 16 to 21 who participate in DCFS CFT meetings. These meetings are driven by the identified needs of the youth and their families, designated to create an engaging process for the youth, their families, and their natural support systems within their communities in order to develop comprehensive case plans that drive the work of the departments and other professionals involved with them.

2.19 Classroom Training

Training in a classroom setting which can include instruction/training for a specific occupation or skills for employment in general such as work behavior, English and basic math instruction. Upon approval from the County, the training can be provided by community colleges, adult education centers, subcontractors, non-profit organizations, private-for-profit vocational schools.

2.20 Community Based Organization Training Vendor Directory (CTVD)

The third tier directory of the State approved Regional Training Vendor Directory (RTVD) administered by the City of Inglewood for the Southern California Region. CTVD is an approved list of community-based organizations offering vocational training programs.

2.21 Community College

Two-year institutions of higher learning that provide vocational training and academic curricula. Admission is open to all students who have graduated from an accredited high school, or passed the California High School Proficiency Exam, or are 18 years old or older.

2.22 Community Service

Community Service is a non-salaried activity performed by the WtW participant with the public or private non-profit sector under the close supervision of a community service provider. Community Service activities are intended to provide WtW participants with necessary job skills that can lead to full-time unsubsidized employment and self-sufficiency.

2.23 Contract Discrepancy Report (CDR)

A report used by the County Contract Administrator (CCA) to record contract information regarding discrepancies with contract requirements or problems with Contractor's performance. If Contractor is not complying with contract requirements and/or Contractor's performance is determined to be unsatisfactory, the CCA is required to forward a CDR to Contractor for its response. (Refer to Exhibit A, Technical Exhibit 2).

2.24 Contractor

The City of Inglewood serving as the administrative entity for the South Bay Workforce Investment Board (SBWIB) has entered into this Contract with County to perform or execute the work covered by this Contract, including the Statement of Work.

2.25 Contractor Contract Manager

The individual designated by Contractor to administer the Contract operations after Contract award and who must adhere to the standards set forth in Section 7.0, Subsection 7.1.

2.26 County Contract Administrator (CCA)

The individual designated by County with authority to act as outlined in Subsection 6.3.

2.27 County Contract Program Manager (CCPM)

The individual designated by County with authority to act as outlined in Subsection 6.4.

2.28 County Contract Program Monitor (CPM)

The individual designated by County with authority to act as outlined in Subsection 6.5.

2.29 County Contract Section Manager (CCSM)

The individual designated by County with authority to act as outlined in Subsection 6.1.

2.30 Cost Reimbursements

Allowable and reasonable costs incurred by the Contractor in the performance of the Contract reimbursed in accordance with the terms of the Contract.

2.31 Department of Children and Family Services (DCFS)

County Department responsible for referring the Independent Living Program (ILP), Child and Family Team (CFT) and Non-CFT eligible persons, and other transition age youth in Los Angeles County to Contractor for services.

2.32 Department of Public Social Services (DPSS)

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

2.33 Direct Services

The services that are provided directly to WtW participants by Contractor under this Contract.

2.34 Director

The Director of the Department of Public Social Services, County of Los Angeles, or his/her authorized representative(s).

2.35 Education and Employment Training

Provides Welfare-to-Work (WtW) participants with the technical skills and practical experience necessary to perform a specific job or group of jobs upon the WtW participant's completion of training.

2.36 Enrollment Date

The date the participant is serviced and added to the Contractor's system.

2.37 Family Preservation Provider (FPP)

Activities that promote the safety and well-being of children and their family, preserve the family unit where children can be supported safely, and empower the families to achieve self-sufficiency.

2.38 Fiscal Year (FY)

The County fiscal year commences on July 1st and ends the following June 30th.

2.39 Follow-Up Services

Services that are needed to verify the WtW participant's status for the purposes of communicating with the TSE Liaison if there was a change during the course of the activity; if the Worksource Center must intervene with additional job readiness skills, and/or to report the 30 and 90 day job retention rate.

2.40 General Relief (GR)

"General Relief," is a County-funded program that provides financial assistance to indigent adults who are ineligible for State, federal programs.

2.41 General Relief Opportunities for Work (GROW) Program

A County of Los Angeles program that establishes a comprehensive system of services to assist employable General Relief/Welfare-to-Work participants in obtaining employment.

2.42 Greater Avenue for Independence (GAIN) Program

A County of Los Angeles program that establishes a comprehensive system of services to assist CalWORKs/Welfare-to-Work participants in

obtaining unsubsidized employment.

2.43 GAIN County Plan & Annual Updates

A California Department of Social Services approved plan that specifies how Los Angeles County will provide education, employment, training and supportive services to WtW participants. The plan is updated annually.

2.44 GAIN Employment Activity and Reporting System (GEARS)

The automated data management system to be used to support the GAIN program in Los Angeles County. Its functions include: tracking WtW participants, authorizing payments, generating reports, and maintaining inventories of available resources. GEARS is subject to replacement by another data management system.

2.45 GAIN Liaison

Designated County/Contracted staff person responsible for communicating with the Worksource Centers/One Stops agencies and other DPSS partners.

2.46 GAIN Participant

Participants who apply for and are approved for the CalWORKs and WtW Programs.

2.47 GAIN Services Worker

A County or contracted staff person responsible for providing case management to Welfare-to-Work participants which includes referring participants to appropriate GAIN/Welfare-to-Work activities.

2.48 GROW County Plan

County of Los Angeles approved plan that specifies how the County of Los Angeles will provide education, employment, training and supportive services to GR WtW participants.

2.49 GROW Program Liaison

Designated County staff person responsible for communicating with the Worksource Centers/One-Stops agencies and other DPSS partners.

2.50 GROW Participant

General Relief employable participants mandated to participate in the GR welfare-to work program known as GROW.

2.51 GROW Services Worker

A County staff person responsible for providing case management to Welfare-to-Work participants which includes referring participant to appropriate GROW/Welfare-to-Work activities.

2.52 GROW TAY Progress Report (ABP 1469)

This form is automatically mailed to GROW WtW participants who are participating in the education/vocational training. GROW TAY participants that remain GR approved shall have the service provider complete the form indicating his/her attendance and progress.

2.53 Intentionally Omitted

2.54 GROW Worksource Center/One-Stop Reversed Referral (ABP 4442)

This form is used to refer GROW participants to Worksource Centers for placement in subsidized employment.

2.55 Hard Job Skills

Instruction in technical matters related to specific aspects of a job independent of socialization factors associated with executing said job.

2.56 Home Based Businesses

A business whose primary office is in the owner's permanent home, and/or permanent residence. The business can be any size or any type as long as the office itself is located in the home. In addition to location, home businesses are usually defined by having a very small number of employees (e.g., one or two, etc.). Home businesses generally lack shop frontage, customer parking, and street advertising signs. Such businesses may also be prohibited by residential zoning regulations.

2.57 Independent Living Program (ILP)

A federally funded program, operated by the DCFS that offers funds, support, and resources for eligible foster youth ages 16 up to 21.

2.57.1 A DCFS ILP eligible Participant is a person 16 up to 21 years of age that is authorized to access services through the WtW Vocational Intermediary and Direct Services program.

2.58 Intermediary Services

All activities associated with the administration of vocational services including, but not limited to, subcontracting and monitoring Work Experience.

2.59 Interstate Training Resource and Information Network (I-TRAIN)

An electronic, online, Regional Training Vendor Directory which provides information on over 400 public and private for-profit schools and colleges as well as information on community and faith-based training providers. I-TRAIN is subject to replacement by another data management system.

2.60 Job Development

Recruiting employers and small or large businesses to provide employment and employment related services to WtW participants willing to obtain/retain full/part-time employment in an effort to be self-sufficient and independent of public aid.

2.61 Job Placement

The initial employment of a WtW participant in a full-time unsubsidized job or part-time unsubsidized jobs.

2.62 Job Retention Services

Services provided to WtW participants who are experiencing difficulties in maintaining employment. These services may be provided during the WtW participant's activity assignment or as post-employment services. Work-related difficulties might include inability to access the work environment, absenteeism, tardiness, or poor co-worker relationship. Retention services to address the individual's needs may include, but are not limited to: counseling and rapid re-employment services if unemployed within the first 30 days.

2.63 LEADER Replacement System (LRS)

A comprehensive case management system that will integrate eligibility determinations for public assistance, Welfare-to-Work services, Foster Care, Appeals State Hearing, and Fraud. The system will replace the current LEADER, GEARS, MAPPER, and DCFS Foster Care systems. LRS is a generic name that may be changed as deemed appropriate at a later time.

2.64 Limited English Proficient (LEP)

An individual whose primary language is not English and who is unable to speak, read, write or understand the English language at a level that permits him/her to have meaningful access to and participate fully in DPSS benefits, programs, and services.

2.65 Mandatory 21-Day Timeline

The period of time between the date the participant is received by the Worksource Center/One Stop/AJCC and the date the participant status is dispositioned (e.g. placed in a worksite, returned to GAIN, or an extension is requested via the GN 6007, in order to continue working with them, etc.)

2.66 Non-Child and Family Team (Non-CFT) Youth

DCFS youth ages 16 to 21 who do not participate in DCFS CFT meetings.

2.67 On-the-Job Training (OJT)

Subsidized employment in which a WtW participant receives job skills training from a private for-profit employer. The employer serves as the employer of record, and pays a portion of the wages. The employer is reimbursed in advance or receives reimbursement for a portion of the wages. At the end of the training, it is expected that the WtW participant will be retained by the employer.

2.68 One Stop Career Centers

Funded by local workforce investment boards, the One Stop Centers provide job search and career related information and services, through various access points, both physical and electronic. Potentially may be replaced by America's Job Center of California (AJCC) as a result of WIOA legislation.

2.69 Paid Work Experience (PWE)

A salaried work experience assignment with a public or private non-profit agency that supplies the WtW participant with the following:

- 2.69.1 Work behavior skills and a reference for future unsubsidized employment, and
- 2.69.2 On-the-job enhancement of existing or recently acquired work skills.

Contractor serves as the employer of record and provides payroll services for all WtW participants in PWE/ Specialized Work Experience (SWE) who are referred to Contractor by the County.

2.70 Performance Requirements Summary (PRS)

The document, furnished by County (Statement of Work, Exhibit A, Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. County will use the PRS in evaluating Contractor to assure that the Contract performance standards are met.

2.71 Placement Management

Interviewing, enrolling, referring, and monitoring WtW participants to educational institutions, businesses, supportive services, and other Welfare-to-Work grantees and partners.

2.72 Post-Employment Services (PES)

Services offered to WtW participants after they are employed that assist WtW participants with skill upgrades and job retention services.

2.73 Private Schools Directory

Private schools listed in the directory administered by the City of Inglewood whose curricula has been approved and deemed capable and productive in providing education and training services to WtW participants.

2.74 Probation Department

County Department that is responsible to recruit and screen ILP eligible persons on Probation in Los Angeles County for referral to Contractor for services.

2.75 Program District Assistant (PDA)

A staff person, employed by the Contractor, who is housed at the GAIN Region for the purpose of assisting with achieving the monthly TSE referral/placement targets. The PDA tracks and reports on the mandatory 21-day timeline for corresponding Worksource Centers/One Stops/AJCCs. The PDA is also a liaison between the GAIN Region and its corresponding Worksource Centers.

2.76 Progress Report – GAIN TSE Participants (GN6070)

This form is automatically mailed to WtW GAIN participants periodically in a post-assessment assignment. The WtW participant is to have the service provider complete the form indicating his/her attendance and progress.

2.77 Public Training Vendor Directory (PTVD)

The second tier directory of the State approved Regional Training Vendor Directory (RTVD) administered by the City of Inglewood for the Southern California Region. PTVD increases access to education and training services offered through the public school system. PTVD is an approved list of public training providers, which consists of Universities, State Colleges, Community Colleges, Adult Schools, and Regional Occupational Programs.

2.78 Random Sample

A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor Contractor performance in providing the required services.

2.79 Referral Date

The date in which a GN 6006, Service Provider Referral form is generated to refer WtW participants to a particular activity. The date is reflected on the GN 6006 Service Provider Referral form and/or on GEARS or its replacement system.

2.80 Soft Job Skills

Behavior that enhances an employee's working relationship with fellow employees, subordinates, and superiors while performing the job effectively.

2.81 Specialized Supportive Services

Services which address the needs of WtW participants who are experiencing Mental Health, Substance Disorder, or Domestic Violence problems.

2.82 Specialized Work Experience (SWE)

A subsidized employment offered to WtW participants receiving domestic violence, mental health, and/or substance use disorder services. SWE service providers may allow a flexible schedule and may accommodate the special needs of these WtW participants.

2.83 Standard of Work

A minimum requirement set by County for Contractor to perform a service or activity.

2.84 Start Date

The start date refers to the date the participant actually began the assignment at the worksite. This date should be reflected on the GN 6006, Service Provider Referral, Section B which is completed by the Worksource Center/ One Stop/AJCC.

2.85 Subcontractor

An individual or business firm contracted to perform all or part of the work under this contract.

2.86 Subsidized Employment

A paid activity based on wage subsidies to prepare WtW participants for unsubsidized employment by providing soft and job-related skills while working. Subsidized Employment may include the following activities: On the Job Training, Paid Work Experience, Specialized Work Experience, and Work Study.

2.87 Supervising County Contract Administrator (SCCA)

The individual designated by County with authority to act as outlines in Subsection 6.2.

2.88 Supportive Services

Supportive services such as child care, ancillaries, and transportation may be provided to WtW participants that are engaged or have been referred to WtW activities in order to help remove some of the barriers to employment.

2.89 Temporary Assistance to Needy Families (TANF)

TANF is the name of the Federal welfare reform program which provides time-limited assistance to needy families and assists them in transitioning to work through Welfare-to-Work activities. California's welfare reform program is known as CalWORKs.

2.90 Training and Work Related Expenses

WtW participants are eligible to receive payment from County GAIN Services Workers for expenses associated with participation in GAIN activities and beginning employment which include child care payments,

transportation, and ancillary expenses to enable WtW participants to participate in GAIN activities or work. Also known as supportive services.

2.91 Transitional Age Youth (TAY) or GROW TAY

GROW participants between the ages of 18 to 24 which include former foster care and probation youth

2.92 Transitional Subsidized Employment (TSE)

A paid activity based on wage subsidies to prepare WtW participants for unsubsidized employment by providing soft and job-related skills while working. TSE includes the following activities: On the Job Training, Paid Work Experience, Specialized Work Experience, and Work Study.

2.93 Unsubsidized Employment

Direct employment without a subsidy.

2.94 Virtual Private Network (VPN)

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

2.95 Vocational Education

A planned sequence of instruction which prepares an individual for an occupational field in which there may be a variety of specific jobs. It may result in a degree, if the participant can complete the degree within two academic years.

2.96 Vocational Service(s)

Services provided to WtW participants which include the following:

2.96.1 Vocational Education

2.96.2 Vocational Training

2.96.3 Work Experience (WEX)

2.97 Vocational Training

Training in employer-specific job skills in a classroom or on-site setting. This includes, but is not limited to, training provided through local service delivery area programs, community colleges, and adult schools. WtW participants usually receive a certificate upon completion.

2.98 Welfare-to-Work (WtW) Participant

An applicant and recipient of a DPSS-administered program who participates in the WtW Vocational Intermediary and Direct Services program including non-CalWORKs refugees, REP Participants, GAIN Participants, CalWORKs Youth, CFT/Non-CFT Youth, GROW TAY, and ILP Participants.

2.99 Welfare-to-Work (WtW) Program

A program that assists CalWORKs participants to achieve economic self-sufficiency by obtaining employment.

2.100 WtW Populations

A population of Los Angeles County residents who are either participants of, applicants to, and or eligible for a WtW Program.

2.101 Work Experience (WEX)

A non-salaried work experience assignment with a public or private non-profit agency that supplies the WtW participant with either:

2.101.1 Work behavior skills and a reference for future unsubsidized employment, and

2.101.2 On-the-job enhancement of existing or recently acquired work skills

2.102 Work Study

An academic program which enables WtW participants attending a Community College to gain a minimum of 20 weekly hours of paid work experience while continuing their studies. The employment is temporary in nature and the employer is not expected to retain the participant beyond the work assignment.

2.103 Workforce Innovation and Opportunity Act (WIOA)

Effective July 1, 2015, a new law stipulating an integration of services between multiple local agencies, including DPSS, Employment Development Department, Department of Rehabilitation and America's Job Centers of California (AJCC) that will help job seekers and workers access employment education, training, and support services to succeed in the labor market and match employers with skilled workers needed to compete in a global economy.

2.104 Youth Self-Sufficiency Initiative

A comprehensive integrated service delivery model for current/former

DCFS/Probation TAY between the ages of 16 to 24, to help youth develop the skills necessary to take care of themselves should their support network/safety net be compromised or removed.

2.104.1 A DCFS Youth Self-Sufficiency Initiative TAY participant is a person 16 to 24 years of age that is authorized to access WtW Vocational Intermediary and Direct Services program.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of the Contract shall commence on March 1, 2016, or after execution by County's Board of Supervisors, whichever is later, and shall expire on February 28, 2019, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract. Each extension shall be at the sole discretion of DPSS' Director or his/her designee as authorized by the Board of Supervisors.

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

4.4 Subject to the provisions of Section 8.0, Subsection 8.42, Termination for Convenience, in the event of termination of this Contract, Contractor shall, upon receipt of notice of termination:

4.4.1 Immediately eliminate all new costs and expenses under this Contract. In addition, Contractor shall immediately minimize all other costs and expenses under this Contract. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.

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

- 4.5 If County terminates the Contract for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, improper consideration given/offered to County with respect to the award of this Contract, or breach of warranty to maintain compliance with the

County's Child Support Compliance Program, the Contractor shall, upon receipt of notice of termination, comply with the terms stated in Section 4.0, Subsection 4.4, Paragraph 4.4.1 and 4.4.2 above.

- 4.6 Contractor shall notify DPSS when this Contract is within six months from the expiration of the term as provided for herein above. Upon occurrence of this event, Contractor shall send written notification to DPSS to the attention of the CCA at the address herein:

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

5.0 **CONTRACT SUM**

The total maximum Contract amount is not-to-exceed **\$160,229,115** for the three year period, conditioned upon the availability of funding. The Contract amounts for each fiscal year (FY) shall be as follows:

FY 15-16= \$22,027,828 (March 1, 2016 through June 30, 2016)
FY 16-17= \$51,825,483 (July 1, 2016 through June 30, 2017)
FY 17-18= \$51,825,483 (July 1, 2017 through June 30, 2018)
FY 18-19= \$34,550,321 (July 1, 2018 through February 28, 2019)

5.1 **FY 2015-16 (March 1, 2016 through June 30, 2016): \$22,027,828**

5.1.1 Subsidized Employment funding for CalWORKs participants maximum is **\$20,062,333** for the period of March 1, 2016 through June 30, 2016 of which \$2,000,000 is funded with Single Allocation and \$18,062,333 is funded with Expanded Subsidized Employment funds which is included in the total amount in Subsection 5.1 referenced above.

5.1.2 Work Study in Public Agencies maximum is **\$666,667** for the period of March 1, 2016 through June 30, 2016 which is included in the total amount in Subsection 5.1 referenced above.

5.1.3 WtW Vocational Services maximum is **\$427,981** for the period of March 1, 2016 through June 30, 2016 of which \$418,699 is funded with Single Allocation and \$9,282 is funded with Net County Costs, which is included in the total amount in Subsection 5.1 referenced above.

5.1.4 Subsidized Employment maximum funding for DCFS ILP eligible participants is **\$261,467** for the period of March 1, 2016 through June 30, 2016, funded with Chafee funds/Realignment funds, which is included in the total amount in Subsection 5.1 referenced above.

Subsidized Employment maximum funding for Probation ILP eligible participants is **\$83,333** for the period of March 1, 2016 through June 30, 2016, funded with Title IV-E Waiver funds, which is included in the total amount in Subsection 5.1 referenced above.

5.1.5 Subsidized Employment for CalWORKs Youth with Single Allocation funds maximum is **\$21,400** for the period of March 1, 2016 through June 30, 2016 which is included in the total amount in Subsection 5.1 referenced above.

5.1.6 Subsidized Employment for CFT/Non-CFT Youth with Fraud Incentive funds maximum is **\$104,647** for the period of March 1, 2016 through June 30, 2016 which is included in the total amount in Subsection 5.1 referenced above.

5.1.7 Subsidized Employment for GROW TAY with Fraud Incentive funds maximum is **\$400,000** for the period of March 1, 2016 through June 30, 2016 which is included in the total amount in Subsection 5.1 referenced above.

5.2 FY 2016-17 (July 1, 2016 through June 30, 2017): \$51,825,483

5.2.1 Subsidized Employment funding for CalWORKs participants maximum is **\$45,929,000** for FY 2016-17 of which \$6,000,000 is funded with Single Allocation and \$39,929,000 is funded with Expanded Subsidized Employment funds which is included in the total amount in Subsection 5.2 referenced above.

5.2.2 Work Study in Public Agencies maximum is **\$2,000,000** for FY 2016-17, which is included in the total amount in Subsection 5.2 referenced above.

5.2.3 WtW Vocational Services maximum is **\$1,283,943** for FY 2016-17 of which \$1,256,098 is funded with Single Allocation and \$27,845 is funded with Net County Costs, which is included in the total amount in Subsection 5.2 referenced above.

5.2.4 Subsidized Employment maximum funding for DCFS ILP eligible participants is **\$784,400** for FY 2016-17 funded with Chafee funds/Realignment funds, which is included in the total amount in Subsection 5.2 referenced above.

Subsidized Employment maximum funding for Probation ILP eligible participants is **\$250,000** for FY 2016-17 funded with Title IV-E Waiver funds, which is included in the total amount in Subsection 5.2 referenced above.

- 5.2.5 Subsidized Employment for CalWORKs Youth with Single Allocation funds maximum is **\$64,200** for FY 2016-17, which is included in the total amount in Subsection 5.2 referenced above.
- 5.2.6 Subsidized Employment for CFT/Non-CFT Youth with Fraud Incentive funds maximum is **\$313,940** for FY 2016-17, which is included in the total amount in Subsection 5.2 referenced above.
- 5.2.7 Subsidized Employment for GROW TAY participants with Fraud Incentive funds maximum is **\$1,200,000** for FY 2016-17, which is included in the total amount in Subsection 5.2 referenced above.

5.3 FY 2017-18 (July 1, 2017 through June 30, 2018): \$51,825,483

- 5.3.1 Subsidized Employment funding for CalWORKs participants maximum is **\$45,929,000** for FY 2017-18 of which \$6,000,000 is funded with Single Allocation and \$39,929,000 is funded with Expanded Subsidized Employment funds, which is included in the total amount in Subsection 5.3 referenced above.
- 5.3.2 Work Study in Public Agencies maximum is **\$2,000,000** for FY 2017-18, which is included in the total amount in Subsection 5.3 referenced above.
- 5.3.3 WtW Vocational Services maximum is **\$1,283,943** for FY 2017-18 of which \$1,256,098 is funded with Single Allocation and \$27,845 is funded with Net County Costs, which is included in the total amount in Subsection 5.3 referenced above.
- 5.3.4 Subsidized Employment maximum funding for DCFS ILP eligible participants is **\$784,400** for FY 2017-18 funded with Chafee funds/Realignment funds, which is included in the total amount in Subsection 5.3 referenced above.

Subsidized Employment maximum funding for Probation ILP eligible participants is **\$250,000** for FY 2017-18 funded with Title IV-E Waiver funds, which is included in the total amount in Subsection 5.3 referenced above.

- 5.3.5 Subsidized Employment for CalWORKs Youth with Single Allocation funds maximum is **\$64,200** for FY 2017-18, which is included in the total amount in Subsection 5.3 referenced above.
- 5.3.6 Subsidized Employment for CFT/Non-CFT Youth with Fraud Incentive funds maximum is **\$313,940** for FY 2017-18, which is included in the total amount in Subsection 5.3 referenced above.
- 5.3.7 Subsidized Employment for GROW TAY with Fraud Incentive funds maximum is **\$1,200,000** for FY 2017-18, which is included in the total amount in Subsection 5.3 referenced above.

5.4 FY 2018-19 (July 1, 2018 through February 28, 2019): \$34,550,321

- 5.4.1** Subsidized Employment funding for CalWORKs participants maximum is **\$30,619,333** for the period of July 1, 2018 through February 28, 2019 of which \$4,000,000 is funded with Single Allocation and \$26,619,333 is funded with Expanded Subsidized Employment funds which is included in the total amount in Subsection 5.4 referenced above.
- 5.4.2** Work Study in Public Agencies maximum is **\$1,333,333** for the period of July 1, 2018 through February 28, 2019, which is included in the total amount in Subsection 5.4 referenced above.
- 5.4.3** WtW Vocational Services maximum is **\$855,962** for the period of July 1, 2018 through February 28, 2019 of which \$837,399 is funded with Single Allocation and \$18,563 is funded with Net County Costs, which is included in the total amount in Subsection 5.4 referenced above.
- 5.4.4** Subsidized Employment maximum funding for DCFS ILP eligible participants is **\$522,933** for the period of July 1, 2018 through February 28, 2019 funded with Chafee funds/Realignment funds, which is included in the total amount in Subsection 5.4 referenced above.
- Subsidized Employment maximum funding for Probation ILP eligible participants is **\$166,667** for the period of July 1, 2018 through February 28, 2019 funded with Title IV-E Waiver funds which is included in the total amount in Subsection 5.4 referenced above.
- 5.4.5** Subsidized Employment for CalWORKs Youth with Single Allocation funds maximum is **\$42,800** for the period of July 1, 2018 through February 28, 2019, which is included in the total amount in Subsection 5.4 referenced above.
- 5.4.6** Subsidized Employment for CFT/Non-CFT Youth with Fraud Incentive funds maximum is **\$209,293** for the period of July 1, 2018 through February 28, 2019 which is included in the total amount in Subsection 5.4 referenced above.
- 5.4.7** Subsidized Employment for GROW TAY participants with Fraud Incentive funds maximum is **\$800,000** for the period of July 1, 2018 through February 28, 2019 which is included in the total amount in Subsection 5.4 referenced above.

- 5.5** County shall not be liable in any event for payment in excess of this maximum Contract amount.

- 5.6** Contractor shall not exceed each year's annual budgeted amount and shall not roll-over unspent contract amount, money, and/or allocation to the following fiscal year(s).
- 5.7** Contractor shall not be paid for any Contract expenditures that exceed the maximum Contract amount and Contractor agrees that County has no obligation, whatsoever, to pay for any expenditures that exceed the maximum Contract amount. Any expenditure that exceeds the maximum Contract amount shall become the sole fiscal responsibility of Contractor.
- 5.8** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.9 Invoices and Payments

5.9.1 County and Contractor agree that this is a cost reimbursable Contract that will be charged at actual cost with no mark-up. Exceptions to cost reimbursement payment structure are for services discussed in Section 5.0, Subsection 5.28 and 5.33. During the term of this Contract, County shall compensate Contractor for services provided for in this Contract, including, but not limited to, Exhibit A, the Statement of Work and Technical Exhibits attached hereto.

5.9.2 Contractor shall prepare and submit a separate monthly invoice in arrears by the 15th of the subsequent month in a format similar to Exhibit C, Contractor's Monthly Invoice in accordance with Section 5.0, Contract Sum and Exhibit B Contractor's Budgets, for TSE, Work Study, WtW Vocational Services for GAIN and GROW, DCFS ILP, Probation ILP, CalWORKs Youth, CFT/Non-CFT Youth, and GROW TAY services performed during the month.

Contractor shall attach a report of Contractor's employee time spent on each Welfare-to-Work activity to the Contractor Monthly Operational/Administrative Costs Invoice. Failure to submit timely and accurate monthly invoices will result in a Contract Discrepancy Report and a delay in payment. It is the responsibility of the Contractor to reconcile and correct inaccuracies or inconsistencies in the invoices submitted and notify the County of any overpayments.

5.9.3 Payment shall be made monthly in arrears for services performed, provided that Contractor is not in default under any provision of this Contract, and has submitted a complete and accurate invoice statement of payment due.

5.10 Upon County's request, Contractor shall provide detailed documentation for all undercharges/overcharges claimed on the supplemental invoice. If monthly payments differ from actual cost expenditures reported, County shall adjust future payment(s) to correct the under/overpayment. In no event shall County's maximum obligation under this Contract exceed the funds appropriated by County for the purpose of this Contract.

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

Department of Public Social Services
Contract Management Division
Attention: Kenyatta Ortega, County Contract Section Manager
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

5.12 This Contract is valid and enforceable only if sufficient funds are made available by the State Budget Act of the applicable fiscal year for the purposes of this Contract. In addition, this Contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature, which affect the provisions, terms, or funding of this Contract in any manner

5.13 County's obligation is payable only and solely from funds appropriated for this purpose.

5.14 County may compensate Work Experience (WEX), GAIN Transitional Subsidized Employment (TSE)/Paid Work Experience (PWE), Subsidized Employment Services to CalWORKs Youth, CFT/Non-CFT Youth ages 16 to 21, DCFS and Probation ILP eligible participants ages 16 up to 21, GROW TAY participants ages 18 to 24, and any future Subcontractors for allowable net costs incurred by a Subcontractor in performing services funded by WtW hereunder, pursuant to the subcontracts for WEX and TSE/PWE not to exceed the maximum amount as specified in Section 5.0., Contract Sum. However, to the greatest extent possible, nonfinancial subcontracts shall be pursued first.

5.15 Contractor and all Subcontractors certify that the services being provided would not otherwise be available to participants free of charge in the absence of available WtW funding.

5.16 Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. Contractor should maintain its accounting system on an accrual basis of accounting.

5.17 All monthly invoices shall be the original invoices for actual costs and shall be submitted on the 15th of the month. The invoices shall be sent to:

Department of Public Social Services
CONTRACT Management Division
Attention: Kenyatta Ortega, County Contract Section Manager
12900 Crossroads Parkway South
City of Industry, California 91746

The Monthly Management Report is due on the last day of the month for the prior month services. The Monthly Management Report shall be sent to:

Department of Public Social Services
CalWORKs and GAIN Program Division
12820 Crossroads Parkway South
City of Industry, California 91746

With a copy to the Monitoring CCA.

5.18 Upon County's review and approval of accurate invoices, County shall authorize payment and process the approved invoice for operational/administrative costs (refer to Exhibit C).

5.19 County may delay the last payment due hereunder until six months after the termination of the Contract. Contractor shall be liable for payment on thirty days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

5.20 As this Contract is awarded to a public agency, the Contract payment will be subject to cost reimbursement requirements in accordance with Title 2 of the Code of Federal Regulations Part 200 (2CFR 200 et seq.) and related OMB Guidance and the Auditor Controller Contract Accounting and Administration Handbook.

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

5.22 County shall have no requirement for payment other than as set forth in this Contract.

5.23 Contractor shall advise County in writing of any substantive deviations or reallocation of line item costs from Exhibit B, Contractor's Budget. Contractor may, with County's written approval, reallocate funds among each of the major cost categories listed in Exhibit B, Contractor's Budget, to a maximum of 15 percent of each part, not to exceed the total Contract amount. Reallocation of funds by Contractor by more than 15 percent between the major cost categories requires an amendment to this Contract.

In any event, such reallocations shall not result in any increase in the Maximum Contract Amount.

- 5.24** 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 any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 5.25** Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of Contractor.
- 5.26** In the event of allegations of fraud or abuse, County reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Contract Manager that withheld funds should be released to Contractor. Such written determination shall not supersede or replace the final report.
- 5.27** County may withhold payments if Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS contracts that Contractor has with County. County shall require Contractor to pay and Contractor agrees to pay the full amount of Contractor liability to County or the State for such audit exceptions as were caused by Contractor, upon demand by County at any time after completion of the grievance procedures at Contractor level. County shall notify Contractor of any disallowed cost
- 5.28** Contractor shall be compensated as follows:
- 5.28.1** Contractor shall be compensated **\$1,200** for each WtW Participant placed into Subsidized Employment (excludes Work Study participant placements); and compensated an additional **\$400** for each WtW Participant who achieves a 30-day retention in Full-time Unsubsidized Employment. Contractor shall be compensated **\$200** for each WtW participant who achieves a 30-day retention in part-time unsubsidized employment. The compensation rate is conditioned upon the availability of funding.
- 5.28.2** Contractor shall be compensated **\$1,200** for each CalWORKs Youth, CFT/Non-CFT Youth ages 16 to 21, DCFS ILP and Probation ILP participant ages 16 to 21, and GROW TAY ages 18 to 24, placed into Subsidized Employment; and compensated an additional **\$400** for each CalWORKs Youth ages 18 to 21, CFT/Non-CFT Youth ages 18 to 21, DCFS ILP eligible participant ages 18 up to 21, and GROW

TAY ages 18 to 24, who achieves a 30-day retention in Full-time Unsubsidized Employment.

- 5.29** Contractor shall be the employer of record for all WtW participants placed into Subsidized Employment except for WtW participants placed in On-the-Job Training.
- 5.30** The placement payment shall not be made to the Contractor when the placement into Subsidized Employment is made in any of the DPSS GAIN Regional offices.
- 5.31** After the WtW Participant has completed his/her Subsidized Employment component, the Contractor shall place each WtW Participant into Full-time Unsubsidized Employment and this employment must be retained for at least 30 days.
- 5.32** WtW participants shall be compensated by the Contractor a one-time \$100 work support allowance when verification of a full-time unsubsidized employment is validated and a one-time \$50 work support allowance when verification of a part-time unsubsidized employment is validated. The unsubsidized employment must be retained for at least 30 days. Part time employment must be between 20-29 hours per week. The compensation fee is conditioned upon the availability of funding and will be reimbursed to the contractor in the monthly billing.

Note: Full-time Unsubsidized Employment does not apply to Participants ages 16 to 17; it only applies to eligible WtW Participants ages 18 to 24.

5.33 On-the-Job Training (OJT) Reimbursement

On-the-Job Training is Subsidized Employment in which a participant receives job skills training from an employer. Contractor shall be the employer of record for the first four (4) month for WtW participants placed in OJT. For the remaining months the employer serves as the employer of record, pays wages and is reimbursed by the Contractor.

- 5.33.1** Contractor shall be compensated by the County at a rate of sixty (60) percent of each WtW participant's wage in OJT, not to exceed a \$20 per hour wage. The compensation rate is conditioned upon the availability of funding.
- 5.33.2** Contractor shall be compensated by County at a rate of 50% per 30-day period for reimbursement of actual wages paid by employer, to a maximum of **\$4,800** for each DCFS/Probation ILP participant working a minimum of 20 hours per week and up to a maximum of 40 hours per week. For each DCFS/Probation ILP participant working less than the 20 hour per minimum, Contractor shall be compensated for reimbursement by County at a rate of 50% of actual wages paid by employer.

5.34 Work Study Reimbursement

Work Study is an academic program which enables WtW participants enrolled in a Community College to gain a minimum of 20 weekly hours of paid work experience while continuing their studies.

5.34.1 Contractor shall be compensated by the County at a rate of fifty (50) percent of each WtW participant's wage in Work-Study. The compensation rate is conditioned upon the availability of funding.

5.35 Background and Security Investigation and Drug Testing For CalWORKs Youth, CFT/Non-CFT Youth, and ILP Participants

5.35.1 Contractor shall be compensated by County at a rate of **\$50** per CalWORKs Youth, CFT/Non-CFT Youth, and ILP participant, up to a maximum of **\$7,300** annually, for fees associated with obtaining background information as a condition of placement in Paid WEX or referral to unsubsidized employment opportunities. Compensation is contingent upon submission to DCFS of required documentation by each CalWORKs Youth, CFT/Non-CFT Youth, and ILP participant and acceptance and approval by DCFS of said documentation. Contractor shall use its discretion in determining the method of background clearance to be used which may include, but not be limited to fingerprints submitted to the California Department of Justice.

5.35.2 Contractor shall be compensated by County at a rate of **\$75** for each CalWORKs Youth, CFT/Non-CFT Youth, and ILP participant up to a maximum of **\$10,950** annually for fees associated with conducting drug test screening by a qualified healthcare facility for each CalWORKs Youth, CFT/Non-CFT Youth, and ILP participant as a condition of placement in Paid WEX or referral to employment opportunities. Compensation is contingent upon submission to DCFS of required documentation by each CalWORKs Youth, CFT/Non-CFT Youth, and ILP participant and acceptance and approval by DCFS of said documentation.

5.36 EMPLOYMENT SUPPORT - CONTRACTOR WILL BE REIMBURSED FOR ACTUAL EMPLOYMENT SUPPORT MADE AS FOLLOWS:

5.36.1 Contractor shall provide employment support to CalWORKs Youth, CFT/Non-CFT Youth, and ILP participants age 16 to 17, up to a maximum of **\$75** for each participant as follows:

- **\$25** Completion of summer employment;
- **\$25** Attainment of workplace skills; and
- **\$25** Referral to academic or enrichment services.

5.36.2 Contractor shall provide documentation to verify the provision of employment support to CalWORKs Youth, CFT/Non-CFT Youth, and ILP participants age 16 to 17, which include but are not limited to:

- Timecards indicating a total of 160 hours worked;
- A Blueprint for Workplace Success Post Test with a skill attainment score of 70 or better or timecards indicating a marked improvement or consistently grading out at the good level of timecard evaluation;
- A Blueprint for Workplace Success Work Readiness Certificate of skill attainment;
- A completed Referral Services for academic or enrichment services;
- Documentation provided by the academic or enrichment services agency.

5.36.3 Contractor shall provide employment support to CalWORKs Youth, CFT/Non-CFT Youth, and ILP participants age 18 to 21, up to a maximum of **\$150** for each participant as follows:

- **\$50** Attainment of entry-level work readiness certification;
- **\$50** Placement in employment for at least 30 days;
- **\$50** Retention in employment for at least 90 days.

5.36.4 Contractor shall provide documentation to verify the provision of employment support to CalWORKs Youth, CFT/Non-CFT Youth, and ILP participants age 18 to 21, which include but are not limited to:

- A Blueprint for Workplace Success Readiness Certification of Completion;
- Copies of original paystubs;
- Employment verification form verifying at least 30 days of employment; and
- Employment verification indicating at least 90 days of employment.

5.37 ADVANCE PAYMENT REQUEST AND ADJUSTMENTS FOR PREVIOUSLY ADVANCED FUNDS

5.37.1 At County's sole discretion, funds may be advanced to Contractor when absolutely necessary to cover payroll expenditures that are expected to be substantial during the implementation of expanded TSE Program services to CalWORKs participants. Advance funds may be issued to Contractor once per fiscal year to cover for participant payroll obligations for CalWORKs Subsidized Employment.

The advancement of funds must be:

- (1) in compliance with all applicable federal, State and County statutes, rules and regulations,
- (2) essential to effect the implementation of the program, and
- (3) limited to the minimum amount needed to meet actual, immediate cash requirements of the Contractor for participant payroll expenditures.

5.37.2 Contractor must provide all necessary information and documentation as required by the County to ensure compliance with all applicable rules and regulations. The Advance Request Invoice shall be supported by complete documentation justifying the requested amount including information that is essential to effect the services in the Contract. The documentation shall include the number of CalWORKs Subsidized Employment participants and the associated costs necessary for carrying out the Contract's scope of work.

Contractor shall develop a plan on how it will utilize, distribute, monitor, and repay advance funds back to County. This plan must be submitted with Contractor's request for advance funds and may be submitted to the Chief Executive Office (CEO) and Auditor-Controller (A-C) for approval. In addition to and consistent with the above, Contractor shall submit the following documentation with the request for advance funds:

5.37.2.1 Contractor's two most current independent audit reports and single audit (if available);

5.37.2.2 Contractor's current financial status documents (evaluating the agency's net worth, operating income, available cash and current assets compared to current liabilities);

5.37.2.3 Contractor's business plan which demonstrates how Contractor will repay advances, upon request by County; and

5.37.2.4 County reserves the right to not issue Advance Payments if the Contractor is found to have a poor financial status.

5.37.3 Contractor shall comply with all applicable federal, State and County statutes, rules and regulations in regards to interest earned on advances. This may include maintaining separate bank accounts for cash advances and returning to the County any interest earned on the advances. County reserves the right to reduce the advance amount at its own discretion.

- 5.37.3.1** For FY 2015-16, Contractor may request an advance not to exceed 50% of the estimated monthly cost of Paid Work Experience and OJT (participant wages, FICA and Workers Compensation Insurance) from the Transitional Subsidized Employment Projections schedule of the contract, Exhibit B Contractor's Budget as referenced in Section 5.0, Subsection 5.1, Paragraph 5.1.1. Contractor shall request advanced funds via an invoice clearly labeled "Advance Invoice," no later than March 14, 2016.
- 5.37.3.2** Should Expanded Subsidized Employment be available for FY 2016-17, Contractor may request an advance not to exceed 50% of the estimated monthly cost of Paid Work Experience and OJT (participant wages, FICA and Workers Compensation Insurance) from the Transitional Subsidized Employment Projections schedule of the contract, Exhibit B Contractor's Budget as referenced in Section 5.0, Subsection 5.2, Paragraph 5.2.1 Contractor shall request advanced funds during the first ten (10) business days of FY 2016-17 via an invoice clearly labeled "Advance Invoice."
- 5.37.3.3** Should Expanded Subsidized Employment be available for - FY 2017-18, Contractor may request an advance not to exceed 50% of the estimated monthly cost of Paid Work Experience and OJT (participant wages, FICA and Workers Compensation Insurance) from the Transitional Subsidized Employment Projections schedule of the contract, Exhibit B Contractor's Budget as referenced in Section 5.0, Subsection 5.3, Paragraph 5.3.1. Contractor shall request advanced funds during the first ten (10) business of FY 2017-18 via an invoice clearly labeled "Advance Invoice."
- 5.37.3.4** Should Expanded Subsidized Employment be available for the period of July 1, 2018 through February 28, 2019, Contractor may request an advance not to exceed 50% of the monthly cost of Paid Work Experience and OJT (participant wages, FICA and Workers Compensation Insurance) from the Transitional Subsidized Employment Projections schedule of the contract, Exhibit B, Contractor's Budget as referenced in Section 5.0, Subsection 5.4, Paragraph 5.4.1. Contractor shall request advanced funds during the first ten (10) business days of July 2018 via an invoice clearly labeled "Advance Invoice."
- 5.37.3.5** Recoupment of all advanced funds for FY 2015-16, shall be deducted from the April and May Invoices. Recoupment for all advanced funds for FY 2018-19, shall

be deducted from the November, December, January Invoices. County may reserve the right to delay the payments of the billings received for May and June to ensure advances are fully recouped for FY 2015-16, FY 2016-17 and FY 2017-18. For FY 2018-19, for January and February to ensure the advance is fully recouped.

5.37.3.6 In the event that the invoice(s) for the last four months of the FY are not sufficient to recoup the advanced funds, the Contractor shall pay the difference to the County by the last month of each FY. All advances must be recouped by the last day of the last month of each FY.

5.37.3.7 County shall monitor Contractor's compliance with advance funds guidelines. Contractor shall submit any and all documentation deemed necessary by County to ensure Contractor is properly utilizing the advance funds as required by County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

County personnel referenced in this section are designated in Exhibit E of this Contract, County Administration. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT SECTION MANAGER (CCSM)

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

6.1.1 Ensuring that the objectives of this Contract are met;

6.1.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.2 below; and

6.1.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.1 Amendments.

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

6.2 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)

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

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

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

6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)

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

- 6.3.1** Overseeing the daily operations of this Contract;
- 6.3.2** Inspecting any and all tasks, deliverables, services, and work provided by Contractor;
- 6.3.3** Acting as a liaison between County and Contractor;
- 6.3.4** Providing direction to Contractor in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to this Contract;
- 6.3.5** Meeting with Contractor's Manager on a regular basis; and
- 6.3.6** Informing Contractor of the name, address and telephone number of the CCA, in writing, at any time a change of CCA is made.

County shall also designate one person who will have authority to act as the CCA on all matters pertaining to the fiscal aspects of the Contract.

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

6.4 COUNTY CONTRACT PROGRAM MANAGER (CCPM)

The responsibilities of the CCPM include:

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

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

6.5 COUNTY CONTRACT PROGRAM MONITOR (CPM)

County shall designate staff that will have the authority to act as the CPM. Responsibilities of the CPM include:

- 6.5.1** Monitoring any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor.
- 6.5.2** The CPM reports to the CCA who handles all the matters of monitoring and daily service operations of the Contract.

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subsections is designated in Exhibit F – Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR'S CONTRACT MANAGER

- 7.1.1** Contractor's Contract Manager must have a bachelor's degree from an accredited college with two years experience in the performance of case management services, or services substantially similar to the service required in this Contract, **or** have a minimum three years of case management experience, or experience substantially similar to these services.

7.1.2 Contractor shall notify County in writing of any change in the name or address of Contractor's Contract Manager, at any time a change in Contract Manager is made.

7.1.3 Contractor's Contract Manager shall act as a liaison with County and be responsible for the overall management and coordination of this Contract and the performance of the work.

7.1.4 Contractor is required to submit annually the documentation of its legal identity.

7.1.5 Contractor shall provide an alternate Contract manager.

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

7.2 OTHER CONTRACTOR PERSONNEL

7.2.1 Contractor shall ensure compliance with all items listed in Exhibit A, Statement of Work, Section 5.0.

7.2.2 Contractor shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

7.3 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Manager.

7.4 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF

Contractor shall provide bilingual staff to meet the needs of the County's participants receiving services from Contractor. Contractor shall have a methodology for verifying that bilingual employees are competent in reading, writing, and speaking both English and the other languages in which they are providing services. Contractor's methodology shall be shared with the County upon request.

7.5 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, identifying employee by name and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

7.6 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.6.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.6.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract.
- 7.6.3** Contractor staff working on this Contract shall complete and sign Exhibit Q, Criminal Conviction Information Notice and Certification prior to working on this Contract, upon promotion and no less frequently than every three (3) years.
- 7.6.4** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.6.5** Disqualification of any member of Contractor's staff pursuant to this Subsection 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.7 CONFIDENTIALITY

- 7.7.1** Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.7.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other

expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Subsection 7.7, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 7.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.7.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.7.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgement and Confidentiality Agreement", Exhibit G2.

7.7.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

8.1.1 The County reserves the right to initiate Change Notices that do not materially affect the scope of work, term, Contract amount, payments, or any other material term or condition included under this Contract. A Change Notice shall be prepared and signed by the CCSM and Contractor's Contract Manager.

- 8.1.2** For any revision which materially affects the scope of work, term of contract, contract amount, payments, or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by Contractor and the County Board of Supervisors or the DPSS Director, if the DPSS Director has the delegated authority to execute, as provided in paragraph 8.1.3 herein below.
- 8.1.3** The DPSS Director may prepare and sign amendments to the Contract without further action by the County Board of Supervisors under the following conditions:
- 8.1.3.1** Amendments shall be in compliance with applicable County, State and Federal regulations.
 - 8.1.3.2** a) The amendment shall be for decreases of no more than fifteen percent in the Maximum Contract Amount; b) the amendment is for increases of no more than ten percent in the Maximum Contract Amount, based on contractor's performance, community needs, funding availability and/or to comply with changes in County, State and/or Federal regulations and policies, c) the amendment is to extend the Contract on a month-to-month basis for up to six months to complete the contract negotiations, if necessary.
 - 8.1.3.3** The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
 - 8.1.3.4** The Department of Public Social Services shall obtain the approval of County Counsel or his/her designee for an amendment to this Contract.
- 8.1.4** The County Board of Supervisors or Chief Executive Office or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisor or Chief Executive Office. To implement such changes, an amendment to the Contract shall be prepared by the County and executed by the Contractor and the County.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subsection, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or

assignee on any claim under the Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

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

8.6 COMPLIANCE WITH APPLICABLE LAWS

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract, are hereby incorporated herein by reference. 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. *CDSS Operations Manual*
4. *Social Security Act*
5. State Energy and Efficiency Plan [*Title 24, California Administrative Code*]
6. Clean Air Act (*Section 306, 42USC 1857 (h)*)
7. Clean Water Act (*Section 508, 33USC 1368*)
8. Executive Order 11738 and Environmental Protection Agency

Regulations (40 CFR Part 15)

9. Equal Employment Opportunity (EEO) [*Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60*]
10. Title 2 of the Code of Federal Regulations Part 200 (2CFR 200 et seq.) and related OMB Guidance.
11. CalWORKs and GAIN Policy

8.6.2 Any reference to a specific statute, regulation, or other law (including changes to applicable OMB guidance) 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.

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

8.6.4 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting or professional fees, arising from, connected with, or relating to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 8.6, shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAW

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit I - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from 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 Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

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

Subsection shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the Contract (See Exhibit H).

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

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

8.9 CONFLICT OF INTEREST

8.9.1 The 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, or have any other direct or indirect financial interest in the contract.

The Contractor represents and warrants it did not, as an individual or firm or subsidiary of a firm, under contract, assist the County in the development and preparation of the Contract, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

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.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 8.9 shall be a material breach of this Contract.

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

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

8.10.2 The language in Subsection 8.10 shall be included in all direct service agreements between Contractor and any subcontracts during the life of this contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW, PARTICIPANTS FOR EMPLOYMENT

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' GAIN/GROW Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW Participants, by job category, to Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates. (See Exhibit N.)

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

8.11.3 The language in Subsection 8.11 shall be included in all direct service agreements between the Contractor and any subcontracts during the life of this contract.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board

shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Public Social Services will supply Contractor with the poster to be used. Also, information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

- 8.16.1** Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE AND SCANNED REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS ACT

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless 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 Contractor's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

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

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient

time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term “Subcontractor” and “Subcontractors” mean Subcontractors at any tier.

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

8.21 GOVERNING LAW, JURISDICTION AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1** This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3** Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 8.22.4** Contractor shall adhere to the provisions stated in Section 7.0, Subsection 7.7 Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

Attention: Joel Villanova, County Contract Administrator

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage.

Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

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

General Aggregate:	\$5 million
Products/Completed Operations	
Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.25.4 Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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

8.26 LIQUIDATED DAMAGES

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

8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by Contractor over a certain time span, the Director or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director or his/her designee, may:

- a. Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A, Statement of Work, Technical Exhibit 1, Performance Requirements Summary (PRS) Chart, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- c. Upon giving Five (5) days' notice for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or

separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

- 8.26.3** The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Subsection 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in the Exhibit A, Statement of Work, Section 6.0, Performance Requirements Summary and Technical Exhibit 1, Performance Requirements Summary Chart, or in Contract Section 8.0, Subsection 8.26, Paragraph 8.26.2, and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2** Contractor shall certify to and comply with the provisions of the, Contract, Exhibit I, Contractor's Equal Employment Opportunity (EEO) Certification.
- 8.28.3** Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.28 when so requested by County.
- 8.28.7** If County finds that any of provisions of Subsection 8.28 have been violated, such violation shall constitute a material breach of Contract upon which County may terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of five hundred dollars (\$500) pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

Except as otherwise expressly provided under this contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall,

within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party. The other party shall respond within one (1) business day of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

8.31 NOTICE OF DISPUTES

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

8.32 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 (Exhibit K, hereunder).

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing. The Department Head, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34.1 Notice of Meetings

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

Contractor may verbally request meetings with 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 County.

8.34.2 Delivery of Notices

Delivery of notices shall be in writing and accomplished by e-mail, facsimile, hand-delivery with signed receipt, mailing by First Class Registered or Certified mail.

8.34.3 Notices to Contractor

Notices shall be addressed to Contractor's authorized official and/or Contract Manager as identified in Exhibit F – Contractor's Administration

8.34.4 Notices to County

Notices shall be addressed to CCA as identified in Exhibit E1, County's Administration – Monitoring Section.

8.34.5 Changes of Address

Either party can designate a new address by giving ten (10) days prior written notice thereof to the other party.

8.34.6 Termination Notices

In the event of suspension or termination of the Contract, written notices may be provided by First Class Registered or Certified Mail, by facsimile, or by personal delivery to any Contractor employee or agent whose actual knowledge or such suspension or termination would be sufficient notice to Contractor.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 8.38 Records Retention and Inspection/Audit Settlement; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq.

(Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

- Contractor shall develop all publicity material in a professional manner.
- During the term of this Contract, Contractor, its employees, agents and Subcontractors shall not publish or disseminate any commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of County without the prior written consent of the County. The County shall not unreasonable withhold written consent.
- In no event shall Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 8.37.2** Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Subsection 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this

Contract. Contractor agrees that County, State, or Federal governments, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. County reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to Contractor. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, supporting documents, statistical records, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to County, State or Federal authorities during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. If before the expiration of that five (5) year time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to exercise its rights under this Subsection.

- 8.38.1** In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2** Failure on the part of Contractor to comply with any of the provisions of this Subsection 8.38 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: (a) repaid by Contractor to County by cash payment upon demand, or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash

payment, provided that in no event shall County's maximum obligation for this Contract exceed the Maximum Contract Amount.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 Contractor may subcontract, upon County's advance written approval, for Community Service and Work Experience providers. Contractor may subcontract, upon County pre-approval, with a Subcontractor to provide ongoing assessment, job development and placement management services to WtW participants.

8.40.2 For Vocational Education and Employment Training Services, Contractor shall utilize existing providers procured through the Interstate Training Resource and Information Network (I-TRAIN) system or its replacement system that is developed and maintained by Contractor.

8.40.3 Any attempt by Contractor to subcontract any performance of the terms of this Contract without the express written consent of County shall be null and void and deemed a material breach of the Contract. In the event of such a breach, the Contract may be terminated forthwith. County's determination of whether to approve Contractor's request to Subcontract shall be at the sole discretion of County.

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

1. A description of the service to be provided by the proposed Subcontractor;
2. Identification of the proposed Subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
3. A draft copy of the proposed subcontract;
4. A resume of the potential Subcontractor's background and experience; and
5. Other pertinent information and/or certifications requested by County.

- 8.40.5** Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve 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 County shall not be construed to constitute a determination of the allowable of any cost under the Contract. In no event shall approval of any subcontract by County be construed as affecting any increase in the amount provided for in the Contract.
- 8.40.6** In the event that County should consent to subcontracting, Contractor shall include, in all subcontracts, the following provision: “This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles.”
- 8.40.7** When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will satisfy applicable State laws and regulations, including California Department of Social Services Manual of Policies and Procedures (MPP), Section 23-600 et seq. County's approval of a Subcontractor shall not be construed as waiving Contractor as the sole responsible party obligated to ensure that all Subcontractors are chosen based upon all applicable federal, state and County rules, regulations and policies.
- 8.40.8** Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 8.40.9** Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.40.10** County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.11** The Supervising CCA is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees. After approval of the Subcontract by the County, Contractor shall forward a fully executed Subcontract to the County for their files.

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

8.40.13 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to the Monitoring CCA before any Subcontractor employee may perform any work hereunder; to

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

8.41 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 Subsection 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program; shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subsection 8.43 Termination for Default of the Contractor, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subsection 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County CCSM

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subsection.

8.43.3 Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault of negligence of Contractor. Such causes may include, but are not limited to: acts of God or the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor

and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subsection 8.43, the terms “Subcontractor(s)” mean Subcontractor(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Subsection 8.43, it is determined by County that Contractor was not in default under the provisions of this Subsection 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.42, Termination For Convenience.

8.43.5 The rights and remedies of County provided in this Subsection 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

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

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

8.45.2 The rights and remedies of County provided in this Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 WARRANTY OF COMPLIANCE WITH COUNTY DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Subsection 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor,

pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

9.2 DATA DESTRUCTION

9.2.1 Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:
<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

9.2.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

9.2.3 Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.2.4 This Subsection 9.2 does not limit or supersede Contractor's obligations under this Contract, Subsection 8.38, Record Retention and Inspection/Audit Settlement.

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

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

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

9.3.3 Contractors certify that he/she and his/her principals are not debarred or suspended from federal financial assistance programs or activities."

9.4 CHILD/ELDER ABUSE AND FRAUD REPORTING

9.4.1 Contractor staff performing work under 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 performing work under this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Section 11166 and 11167.

9.4.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within one (1) business day from the date Contractor became aware of the suspected instance of child abuse.

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

9.4.4 Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (877) 477-3646 [(877) 4RSENIORS] within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

9.4.5 Contractor staff performing work under this Contract shall also immediately report all suspected or actual welfare fraud situations to DPSS Central Fraud Reporting Line at (800) 349-9970.

9.4.6 Any fraud allegations against Contractor staff, contracted and subcontracted staff and direct service providers shall be investigated by Contractor and all findings shall be reported to County.

9.5 COLLECTIVE BARGAINING AGREEMENT

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

9.6 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

Contractor shall be required to comply with the State of California's Occupational Safety and Health Administration (Cal/OSHA) regulations. Section 3203 of Title 8 in the California Code of Regulations requires all

California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9.7 COMPLETION OF CONTRACT

9.7.1 Three months prior (or shorter time period if determined by County), to termination or expiration of this Contract, Contractor shall provide the consulting services of its Contract Manager to the new vendor and to the County in order to ensure a smooth transition from Contractor-provided services to County or another vendor, without additional costs to County.

9.7.2 Contractor shall make reasonable provisions for inspection and observation of work procedures of Contractor personnel during the transition period. In addition, Contractor shall explain and return to County, as requested all staffing reports and related documents.

9.7.3 During this transition period, Contractor shall continue to process work timely and accurately so that the operation is current at the time of expiration or termination of the Contract.

9.7.4 If Contractor fails to adhere to the above work and standards, County shall have the right to withhold up to 100 percent of the last two months' payments owed to Contractor.

9.8 EMPLOYEE SAFETY

Contractor will assure that Contractor's employees:

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

9.9 FISCAL ACCOUNTABILITY

9.9.1 Contractor shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related OMB Guidance.

9.9.2 The Catalog of Federal Domestic Assistance (CFDA) number for this Contract is 93.558.

9.9.3 Contractor agrees to comply with Federal regulations governing TANF, which provide in part, that TANF funds may not be used for

medical services pursuant to 45 CFR 263.11.

9.10 GOVERNMENT OBSERVATIONS

Contractor shall permit all authorized Federal, State, County and/or research personnel, in addition to departmental Contracting staff, to 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 Contractor performance.

9.11 PROPRIETARY RIGHTS

9.11.1 County and Contractor agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of County, provided that Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, 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.

9.11.2 Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Subsection. Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this Contract, 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.

9.11.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the CCA as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.11.4 County will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records request for items described in Paragraph 9.11.3. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.

9.11.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under paragraph 9.11.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by paragraph 9.11.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.11.6 Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, 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.

9.11.7 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 County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

9.11.8 All the rights and obligations of this Subsection 9.11 shall survive the expiration or termination of this Contract.

9.12 REMOVAL OF PERSONNEL

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. County shall have the right, at its sole discretion, to require Contractor to remove any employee from the performance of services under this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm an oral request in writing.

9.13 SHREDDING OF DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these

documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Subsection 8.38 Record Retention and Inspection/Audit Settlement, of the Contract are to be maintained for a period of five (5) years after the term of this Contract or for a period of five (5) years following the last date of service or until all audits started are completed, whichever is later.

9.14 TIMELY COMPLETION

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

9.15 RULES AND REGULATIONS AT COUNTY FACILITIES, BUILDINGS OR GROUNDS

During the time that Contractor's employees or agents are at County facilities, buildings, or grounds such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations. Contractor shall remove and replace any of its employees from the provision of services hereunder within forty-eight (48) hours of receipt of written notice from the DPSS Director that (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

9.16 VERBAL DISCUSSIONS

The Contractor's Contract Manager, or alternate, designated in writing to act in Contractor's behalf, shall be available to respond to County's verbal inquiries within one (1) business day, excluding weekends and holidays.

9.17 WARRANTY

9.17.1 Contractor warrants that all services performed hereunder will comply with Exhibit A, 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.

9.17.2 Contractor shall, within ten (10) business day after oral or written notice from County, correct any and all defects, deficiencies, errors or omissions in services rendered to County. The correction of such defects, deficiencies, errors or omissions shall be at no cost to County.

9.18 OWNERSHIP OF DATA/EQUIPMENT

County shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by Contractor pursuant to this Contract.

9.19 COMPLIANCE WITH AUDITOR CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at http://file.lacounty.gov/auditor/portal/cms1_214867.pdf Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, as of the _____ day of _____ 2016. The person(s) signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor.

COUNTY OF LOS ANGELES

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

Date

CONTRACTOR'S NAME:

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

Date

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

Date

CONTRACTOR TAX IDENTIFICATION NUMBER: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By _____
Melinda White-Svec
Deputy County Counsel

Date

EXHIBIT A

**STATEMENT OF WORK
AND TECHNICAL EXHIBITS**

**STATEMENT OF WORK
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PREAMBLE

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

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

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

1.0 GENERAL

1.1 SCOPE OF WORK

- 1.1.1** Contractor shall provide, except as specified in Exhibit A, Section 2.0, County Furnished Items, hereunder, all personnel, equipment and materials, general supervision and other items or services necessary to provide direct services to update and maintain DPSS' computerized GEARS/LRS provider inventories of DPSS contractors/subcontractors for WTW activities as needed by the County.
- 1.1.2** Contractor shall develop a screening process to evaluate providers based on the type of services offered and funding sources available, if any, prior to placing them on GEARS/LRS. These services shall be provided but not limited to Vocational Educational Training, and Remedial Education which includes Adult Basic Education, General Education Diploma, High School Diploma, and English as a Second Language.
- 1.1.3** Contractor shall provide intermediary services by administering and subcontracting with providers who will provide non-salaried work experience, community services, work study in public agencies, and Transitional Subsidized Employment (TSE) to eligible Welfare-to-Work (WtW) participants to include job and work behavioral skills. The specific goal of these services is unsubsidized employment that will lead to self-sufficiency for WtW participants.
 - 1.1.3.1** Home Based Businesses are not allowed to participate under this Contract. All businesses working under this Contract are required to complete under penalty of perjury a questionnaire to truthfully disclose their type of business. Contractor shall routinely conduct random site visits to ensure that all businesses are in compliance with this contract requirement and shall immediately take necessary actions to terminate the contract with any business found in violation of this requirement.
 - 1.1.3.2** County will screen and recruit Welfare-to-Work participants in preparation of submittal of TSE and Short-term Vocational Training referrals to Contractor and/or its Subcontractors.
 - 1.1.3.3** DCFS and the Probation Department will screen and recruit ILP eligible youth and submit TSE referrals to Contractor and/or its Subcontractors.

- 1.1.3.4** County will screen and refer eligible CalWORKs Youth, CFT/ Non-CFT Youth, and GROW TAY participants to Contractor and/or its Subcontractors.
- 1.1.3.5** Contracted providers will screen and recruit refugee participants and submit TSE and Vocational Services referrals to Contractor and/or its Subcontractors.
- 1.1.3.6** Subject to the availability of funds, County reserves the right to replace a GROW TAY participant who has dropped out of TSE.
- 1.1.3.7** County will designate a GROW TAY TSE liaison to coordinate the referral process with the Contractor or its Subcontractors.
- 1.1.3.8** ILP eligible Youth, CFT/ Non-CFT Youth and GROW TAY participants are ineligible for unpaid work experience, community service, and work study in public agencies services specified under this contract.

1.2 KEY COUNTY PERSONNEL

1.2.1 County Contract Administrator (CCA)

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

- 1.2.1.1** Have full authority to monitor Contractor's performance in the daily operation of this Contract.
- 1.2.1.2** Provide direction to Contractor in areas relating to policy, information, and procedural requirements.
- 1.2.1.3** Not be authorized to make any changes in the Standard Terms and Conditions of the Contract and shall not be authorized to obligate County in any way whatsoever.
- 1.2.1.4** Inform 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 the CCA is made.

1.3 KEY CONTRACTOR PERSONNEL

1.3.1 Contract Manager

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

- 1.3.1.1** Have full authority to act for Contractor on all Contract matters relating to the daily operation of this Contract.
- 1.3.1.2** Be available Monday through Friday from 8:00 a.m. to 5:00 p.m. except for County and scheduled Contractor holidays or at the hours determined to best meet the needs of the GAIN Regions.
- 1.3.1.3** Be able to read, write, speak, and understand English fluently.
- 1.3.1.4** Have a bachelor's degree with two years' experience in the performance of case management services, or services substantially similar to the service required in this Contract, or have a minimum of three years of case management experience, or experience substantially similar to these services.

1.3.2 Contractor Staff

- 1.3.2.1** Contractor shall provide and ensure there is sufficient staff with professional background, experience and expertise to provide the services required in this Statement of Work.
- 1.3.2.2** Contractor staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.3.3 Co-located Contractor Staff

Contractor shall co-locate staff at one or more of the GAIN Regions in locations as requested and directed by County to assist with the completion of referrals to TSE.

1.3.3.1 Contractor shall be responsible for monitoring the performance of the co-located staff in carrying out the duties associated with the completion of TSE referrals to Work Source Centers/AJCC and One-Stop Career Centers.

1.3.3.2 Contractor will ensure that all co-located staff have passed the Live Scan fingerprinting process prior to being stationed at any DPSS GAIN Region.

1.3.3.3 Contractor shall ensure that co-located staff responsible for completing TSE referrals possess good communication skills, and display appropriate interpersonal skills to effectively work with GAIN staff and WtW participants.

1.3.3.4 Contractor shall ensure that co-located staff responsible for completing TSE referrals adhere to each GAIN Region's procedures for identifying and completing potential TSE participant referrals, which could include, but not limited to, conducting one-on-one participant interviews, group orientations, and other outreach activities.

1.3.3.5 Contractor shall assist the County to resolve any conflicts and/or complaints that arise as a result of co-located staff, including finding suitable replacement within thirty (30) business days of being requested by the County.

1.3.3.6 Co-located Contractor staff shall be identified in writing, at least twenty (20) business days in advance of placement after the execution of this Contract and at least twenty (20) business in advance thereafter when a change of personnel or alternate is made. The staff and alternate must possess professional background, experience and expertise to effectively complete TSE referrals.

1.3.3.7 Co-located Contractor staff shall have knowledge of the TSE referral process and sufficient experience and expertise to provide assistance to the GAIN Regional staff and WtW participants.

- 1.3.3.8** Co-located Contractor staff shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m., except County and Contractor scheduled holidays or at the hours determined to best meet the needs of the GAIN Regions.
- 1.3.3.9** Co-located Contractor staff shall be able to read, write, speak, and understand English fluently. County staff shall provide translation services by certified bilingual staff when needed to assist WtW participants.
- 1.3.3.10** Co-located Contractor staff shall have two (2) years' experience in the performance of case management and job development services, or services substantially similar to the services required in the Contract. Contractor shall notify County in writing of any change in the name or address of Contractor's staff.

1.4 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of service throughout the term of this Contract. The QCP which is subject to approval or rejection by County shall be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. Revisions will be due within ten (10) business days of CCA's request. The QCP shall include, but not be limited to, the following.

- 1.4.1** Method for assuring that staff rendering services under the Contract have the necessary qualifications;
- 1.4.2** Method and frequency of monitoring to ensure that Contract requirements are being met;
- 1.4.3** Method for evaluating work performed, including Subcontractors' performance;
- 1.4.4** Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5** Method of record retention of all inspections conducted by Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem and the time elapsed between identification of the problem and completed corrective action. Said record shall be provided to County upon request;

- 1.4.6 Method for providing continuing services to County in the event of a strike, or other labor action, of Contractor's or Subcontractor's employees or other emergency;
- 1.4.7 Method for ensuring that all Contractor reports provide acceptable data as required by this Contract;
- 1.4.8 Monitoring methods to be used by Contractor include, but are not limited to:
 - 1.4.8.1 Random sampling;
 - 1.4.8.2 100% review;
 - 1.4.8.3 Participant complaints;
 - 1.4.8.4 Participant surveys;
 - 1.4.8.5 Participant interviews; and/or
 - 1.4.8.6 Information, reports or data that may be provided by County;
 - 1.4.8.7 Information, reports, or data that may be provided by Contractor.

1.5 COUNTY'S QUALITY ASSURANCE PLAN

- 1.5.1 The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan.

County may use a variety of inspection methods to evaluate Contractor's performance. The methods of monitoring may include but are not limited to the following:

- 1.5.1.1 Random sampling
- 1.5.1.2 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor's performance.
- 1.5.1.3 Review of reports and files maintained by Contractor.
- 1.5.1.4 On-site evaluations and monitoring.
- 1.5.1.5 Investigation of complaints from WtW participants or public.

- 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 (see Exhibit A, Technical Exhibit 2) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.
- 1.5.3** Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, she/he shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure by the Contract Manager to submit said statement shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.
- 1.5.4** Upon advance notice, either County or Contractor may make an auditory recording of the meeting.
- 1.5.5** Contract Discrepancy Reports

Performance of a required service is considered acceptable when the number of discrepancies found during Contract monitoring procedures do not exceed the number of discrepancies allowed by the AQL.

- 1.5.5.1** Verbal notification, followed by written 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 by a time period determined by County.
- 1.5.5.2** CCA will determine whether a formal Contract Discrepancy Report shall be issued (see Exhibit A, Technical Exhibit 2) Upon receipt of the document, Contractor is required to respond, in writing, to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 1.5.5.3** A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days. The CDR will require 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. CCA will evaluate Contractor's explanation and determine if any financial penalties will be assessed.

1.6 ATTENDANCE AT AND NOTICE OF MEETINGS

Contractor shall have appropriate levels of staff attend all meetings requested by County. County will notify Contractor of the need to attend such meetings five (5) business days in advance of each meeting. Contractor may request meetings with 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 County.

1.7 HOURS OF OPERATION

1.7.1 Contractor shall be available Monday through Friday, from 8:00 a.m. to 5:00 p.m., to provide services as specified under the terms of this Contract, respond to County inquiries, and provide services to County during work hours pursuant to the Scope of Work hereunder.

1.7.2 Contractor is not required to provide services on County recognized holidays. The CCA will provide a list of County holidays to Contractor at the time the Contract is approved, and at the beginning of each calendar year.

1.7.3 Contract Manager or alternate, as designated in writing, shall be available to respond to County inquiries within twenty-four (24) hours.

2.0 COUNTY FURNISHED ITEMS

All County furnished items are provided by the County for the duration of the Contract only, and solely for the performance of this Contract. The County shall provide no materials, equipment, and/or services necessary to perform case management, except as identified below.

2.1 EQUIPMENT FOR CO-LOCATED

The County will provide the following equipment for co-located staff at the GAIN Regional Offices:

- Desk
- Computer
- Telephone

- Office Supplies
- Copy Machine
- Fax Machine

2.2 ACCESS TO COUNTY COMPUTER APPLICATIONS

County will provide Contractor with access to GEARS/LRS computer applications. Contractor shall request or terminate access for staff to use GEARS/LRS as follows:

- 2.2.1** Contractor shall request access to each of the computer applications for staff newly assigned to WtW Vocational Intermediary and Direct Services, within four (4) business days of the assignment, by submitting a completed User Request form and a signed Security Agreement for each computer application. Contractor shall send the forms to the CCA, as appropriate, by fax or e-mail. Contractor shall contact the CCA if a response to the request is not received within ten (10) business days.
- 2.2.2** County shall issue Virtual Private Network (VPN) access to be used on hardware provided by Contractor and each Subcontractor (if applicable). Upon termination of this Contract or at County's request, Contractor and each Subcontractor shall terminate VPN access.
- 2.2.3** Contractor shall provide written notice to the County Contract Administrator, as appropriate, within one (1) business day from the date the Contractor is notified that Contractor staff is no longer working under this contract to ensure access to the County data system is removed and VPN access revoked.

2.3 MATERIALS

County shall provide for Contractor's use, materials that include but are not limited to the following:

- 2.3.1** Any necessary GEARS/LRS instructional material and security information.
- 2.3.2** Child and Elder Abuse Awareness.
- 2.3.3** Nondiscrimination in services posters.
- 2.3.4** A supply of Civil Rights Complaint forms, PA 607, for use by WtW participants in reporting Civil Rights complaints. (See Technical Exhibit 4).

- 2.3.5 Safely Surrender Baby Law.
- 2.3.6 GAIN County Plan and updates.
- 2.3.7 All GAIN-related (GN series) forms for both Contractor and Subcontractors at start-up and ongoing, as needed.
- 2.3.8 A list of County recognized holidays and WtW priority occupations based on County Office of Education Assessors recommendations, legislative and/or regulatory revisions and GAIN Policy.
- 2.3.9 All CalWORKs Youth, CFT/Non-CFT Youth, and ILP-related forms for both Contractor and Subcontractors at start-up and ongoing as needed.
- 2.3.10 All GROW TAY Program-related forms for both Contractor and Subcontractors at start-up and ongoing, as needed.
- 2.3.11 All DCFS/Probation Self-Sufficiency Initiative-related referral forms for both Contractor and Subcontractors at start-up and ongoing as needed.

2.4 TRAINING

- 2.4.1 County will provide cultural awareness and civil rights training to all Contractor and Subcontractor staff that will provide services to CalWORKs: WtW, ILP, and WS participants.

3.0 CONTRACTOR FURNISHED ITEMS

3.1 PERSONNEL

Contractor shall provide all qualified supervisory, administrative and any other staff, including bilingual staff, necessary to perform all services and tasks required by this Contract.

3.2 EQUIPMENT

Contractor shall provide all equipment necessary to provide the services required in this Contract.

- 3.2.1 Contractor shall establish and maintain an inventory to include the following information when supplies/equipment is purchased with County funds:

- Name and number of Contractor's contact person where equipment is located;

- Address where equipment is located;
- Type of equipment;
- Brand and model of equipment;
- County bar-code number on equipment (if applicable); and
- Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.

3.2.2 Upon termination or expiration of this Contract, all Contractor equipment purchased with County funds and equipment provided by County (if applicable) shall be returned to County with an appropriate notice to Contractor.

3.3 FACILITIES

Contractor shall furnish all facilities necessary to perform all services required in this Contract. Contractor shall provide appropriate office furniture.

3.4 SUPPLIES

Contractor shall furnish all supplies except as specified in Statement of Work, Section 2.0, County Furnished Items, above, necessary to perform all services required by this Contract.

3.5 MATERIALS

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

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

3.6 TRAINING

3.6.1 Contractor shall furnish child abuse, elder abuse and GAIN orientation training for all Contractor staff and Subcontractor staff who have direct contact with GAIN participants to the extent the training has not been given. The training will be provided by the County or Contractor, utilizing County provided written material and/or videos.

- 3.6.2** Contractor shall furnish employee orientation and in-service training for all Contractor staff that have direct contact with WtW participants. Such training will cover all aspects of the contracted services. Contractor shall provide GEARS/LRS training to Contractor staff, as needed, after initial training by County.
- 3.6.3** Contractor shall meet quarterly with staff to provide training or issue instructions on any updates to the program's operations, policies, and procedures.
- 3.6.4** Contractor shall provide orientation and training to all provider/subcontractor staff at One-Stop Centers, Worksource Centers/AJCC, and other designated service providers who work directly with WtW Participants. The training is to be provided within thirty (30) business days from the date of employment for each new staff member, and on an as-needed basis, thereafter. In addition, Contractor shall meet on a quarterly basis with provider/subcontractor staff at One-Stop Centers, Worksource Centers and all other designated providers who work directly with WtW participants to provide training and issue instructions on updates to the program's operations, policies and procedures

3.7 SECURITY FOR COMPUTER DATA SYSTEM EQUIPMENT

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

- 3.7.1** The Contractor may request access to the County Virtual Private Network (VPN) to access County designated and approved DPSS system data screens by submitting a request through the establish procedure set by DPSS.
- 3.7.2** Contractor must provide their own equipment and internet in order to access County designated and approved DPSS computer system data screens via VPN.
- 3.7.3** Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by County's User policies and Employee Acknowledgment and Confidentiality Agreements. Contractor shall follow County policies by sharing the user policy with its employees, obtain signed User Agreements, obtain signed Employee Acknowledgment and Confidentiality Agreements and monitoring compliance.

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

3.8 CIVIL RIGHTS COMPLAINT PROCEDURES

Contractor shall develop and operate procedures for receiving and responding to Civil Rights Complaints.

- 3.8.1 Contractor shall provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language.
- 3.8.2 Contractor shall maintain a log of Civil Rights complaints.
- 3.8.3 CCM shall act as the Civil Rights Liaison (CRL) between Contractor and the CCA and DPSS Civil Rights Section (CRS).
- 3.8.4 The CCM/CRLs shall forward all PA 607s to the CCA within two (2) business days.
- 3.8.5 CCM/CRLs shall not attempt to investigate Civil Rights complaints. Investigations are handled by CRS.

4.0 SPECIFIC TASKS

4.1 DIRECTORIES

- 4.1.1 Contractor shall coordinate, maintain and develop directories by program, of all vocational education and training providers for GAIN and GROW maintained on GEARS/LRS, to include but not be limited to the following:

- 4.1.1.1 Family Preservation Network (FPN)
- 4.1.1.2 One-Stop Centers (OS)
- 4.1.1.3 Remediation Providers (REM)
- 4.1.1.4 State Department of Rehabilitation Provider (SSP)
- 4.1.1.5 Support Service Provider (SSP)
- 4.1.1.6 Vocational Education and Training Provider (VOC) to include level of English proficiency (Vocational English as a Second Language VESL)
- 4.1.1.7 Work Experience Provider (WEX), and
- 4.1.1.8 Community Services (CS)
- 4.1.1.9 GROW Education and Training
- 4.1.1.10 GROW Short-term Training
- 4.1.1.11 GROW Literacy

- 4.1.1.12 GROW General Education Development (GED)
- 4.1.1.13 GROW Transition Age Youth (GTEP)
- 4.1.1.14 GROW Summer Youth Employment Program (GYEP)

4.1.2 Contractor shall include the level of English proficiency for each remediation and vocational training course listed in the directories.

4.1.3 Contractor shall update the directories on a monthly basis and provide DPSS with updated directories each quarter, or upon County request, of providers and Subcontractors mentioned in Paragraph 4.1.1 above, by program. At minimum, the directories shall include:

- 4.1.3.1 Name of provider
- 4.1.3.2 Type of program
- 4.1.3.3 Session ID and OES Code for GEARS or Service, Activity and O*Net Code for LRS
- 4.1.3.4 Area to be served
- 4.1.3.5 Contact Person
- 4.1.3.6 Telephone Number

4.2 INTERMEDIARY SERVICES

4.2.1 Contractor shall act as intermediary between County and Community Service, Work Experience (WEX), and TSE Subcontractors.

4.2.2 Contractor shall maintain sufficient Community Service (CS), WEX, and TSE slots to provide work assignments to WtW Participants. When WEX, CS, and TSE slots are not sufficient to meet the needs of the GAIN Regions/REP Service Areas, GROW sites, and DCFS services areas for TSE only, Contractor shall:

- 4.2.2.1 Immediately work to develop new resources;
- 4.2.2.2 Notify County of its efforts to develop more placement slots and the time frames of the development.

4.2.3 Contractor shall develop criteria, with County approval, for monitoring Community Service, WEX, and TSE subcontracts and Subcontractors.

4.2.4 Contractor shall ensure Community Service, and TSE Subcontractors employ enough bilingual personnel to provide services to participants and provide materials in the languages specified by County or utilize language line services when needed for other County threshold languages. The County threshold

languages are: English, Spanish, Vietnamese, Cambodian, Armenian, Tagalog, Chinese, Russian, and Korean.

4.2.5 Contractor shall enter into nonfinancial subcontracts with public or private non-profit or for profit agencies/employers, for paid and non-paid Work Experience slots for WtW participants and/or REP Participants. The non-paid activities include; CS, and WEX. The paid activities include: TSE and Work Study. The services shall be in accordance with Contract Section 8.0 Standard Terms and Conditions, Subsection 8.40 Subcontracting. If non-financial Subcontractors are not available, Contractor may enter into financial agreements. However, nonfinancial agreements shall be pursued first.

4.2.6 Contractor shall perform the Intermediary Services defined in Contract Section 2.0 Definitions, and specified in this paragraph 4.2.6 for those County Departments and Agencies designated by County as non-paid Work Experience, Community Service, Paid Work Experience, and Work Study Work Sites for WtW Participants. Contractor's relationship with County Departments other than DPSS shall be subject to requirements of those County Departments. When those requirements are in direct conflict with those identified herein, this Contract shall supersede.

4.2.6.1 County will require site supervisors in the designated County Departments and subcontracting agencies to perform the Community Service, WEX, TSE and OJT work site provider requirements specified by Contractor.

4.2.6.2 In providing CS, WEX, Work Study and TSE at the Subcontractor work sites, employees in the designated County Departments and subcontracted agencies will comply with all Contractual requirements applicable to such departments, and all current and future CalWORKs and GR directives.

4.2.6.3 Such employees charged with oversight of WtW, ILP, and WS participants as directed by Contractor's nonfinancial Community Service, WEX, and TSE Subcontractors, shall include a provision(s) requiring Subcontractor employees to maintain the contract services integrity of and avoid any conflict of interest in its administration.

4.2.7 Contractor shall negotiate waivers of any mandatory across-the-board fees (i.e., registration, I.D., etc.) with Subcontractors.

- 4.2.8** Contractor shall ensure that all subcontractors conform to federal, state, and County laws, regulations, and policies. This also includes, but is not limited to, County's CalWORKs/GR plan, GROW County Plan and DPSS and GAIN/GROW policy.
- 4.2.9** Contractor shall receive and process all claims for Worker's Compensation injuries or illnesses which occur at Community Service, WEX, and TSE work sites. This includes, but is not limited to, notifying the State, and necessary insurance agencies and making a report within twenty-four (24) hours. Contractor shall work with the State of California Insurance Fund to resolve all claims to the benefit of County. Participants qualify for Workers' Compensation only when they are actively participating at the worksite.
- 4.2.10** Upon County request, Contractor shall forward to County any information and documentation received directly from Community Service, Work Study, WEX, and TSE Subcontractors concerning each program's requirements and/or features not found on GEARS/LRS.
- 4.2.11** Contractor shall ensure that Equal Employment Opportunity and Confidentiality is maintained by Community Service, Work Study, WEX, and TSE Subcontractors.
- 4.2.12** Contractor shall ensure all suspected incidences of Subcontractor and participant fraud are reported to the County within one (1) business day of discovery and as designated by County.
- 4.2.13** Contractor shall ensure that all GROW TAY participants are tracked during their participation in the Contractor's GROW TAY TSE Program and a copy of the report, similar to the Mega report, is provided to the GROW Program Liaison no later than the 15th of the month following the report month.
- 4.2.14** Contractor shall ensure that all service providers complete and process the GROW TAY Progress Report (ABP 1469) provided by the GROW TAY participant or GROW Services Worker timely.
- 4.2.15** Contractor shall ensure that all service providers receive and process all GROW TAY Referral forms as indicated on the document.

4.3 GEARS INVENTORY/ LRS RESOURCE DATA BANK

- 4.3.1** Contractor shall develop criteria (which is subject to County's pre-approval) as to the appropriateness of placing, updating and

maintaining non-contracted providers on DPSS' computerized GEARS/LRS Inventory of Vocational Education and Training Direct Service Providers. This inventory shall include, but is not limited to the following components/providers:

- 4.3.1.1 Family Preservation,
- 4.3.1.2 On-the-Job Training (OJT),
- 4.3.1.3 Post-Employment Service (PES),
- 4.3.1.4 Remedial Education,
- 4.3.1.5 State Department of Rehabilitation,
- 4.3.1.6 Support Service,
- 4.3.1.7 Vocational Education and Training,
- 4.3.1.8 Vocational English-as-a-Second Language (VESL),
- 4.3.1.9 Work Study,
- 4.3.1.10 GROW Education and Training,
- 4.3.1.11 GROW Short-term Training,
- 4.3.1.12 GROW Literacy,
- 4.3.1.13 GROW General Education Development,
- 4.3.1.14 GROW Transition Age Youth (GTEP)
- 4.3.1.15 GROW Summer Youth Employment Program (GYEP)

4.3.2 Contractor, upon receiving a telephone request from DPSS' Directors and their Deputies/Contractors' Case Managers or public educational provider to update DPSS' computerized GEARS/LRS inventory for public providers, shall do this within five (5) business days after Contractor determines a change is necessary.

Contractor shall update/add private providers when requested by a GAIN Regional Director, GAIN Deputy Regional Director/GROW District Deputy Director, GAIN/REP/GROW Program Analyst.

4.3.3 Contractor shall evaluate the suitability of all Subcontractors to ensure that they meet Contractor requirements before becoming WtW Providers and placed on GEARS/LRS.

4.3.4 Contractor shall maintain sufficient and appropriate Vocational Training Service providers on GEARS/LRS as specified in paragraph 4.1.1 herein above.

4.3.5 When Vocational Education and Vocational Training programs in any of the GAIN/REP regions are nearing participant capacity, Contractor shall immediately develop new resources and notify County of Contractor's efforts to develop more placement slots and the time frames of the development.

4.3.6 Contractor shall develop an outreach process for Vocational

Education and Vocational Training programs related to GAIN priority occupations based on Los Angeles County Office of Education (LACOE) Assessors' recommendations.

4.3.7 Contractor shall call or send out letters to WtW service providers listed on the GEARS inventory/LRS Resource Databank semi-annually, to ensure provider information is accurate.

4.3.7.1 Contractor shall take necessary action to ensure that the required information is obtained.

4.3.7.2 Contractor shall notify County when the Subcontractor fails to respond to Contractor.

4.4 OPERATIONAL SUPPORT

4.4.1 Contractor shall ensure Vocational Service providers and Subcontractors are available for consultation in the event compliance issues are initiated by County against Contractor.

4.4.2 Contractor shall attend all planning workgroups convened by DPSS.

4.4.3 Contractor shall respond to inquiries from and be responsive to DPSS' GAIN/REP/Services Workers, and GAIN Regional administration, and the DPSS' CalWORKs/ GAIN Program Division within five (5) business days.

4.4.4 Contractor shall respond to GROW TAY inquiries from and be responsive to DPSS' GROW Services Workers, GROW site administration, the General Relief and CalFresh Program Division, and the GROW Program Section within five (5) business days.

4.5 TRANSITIONAL SUBSIDIZED EMPLOYMENT (TSE)

4.5.1 Contractor shall administer the TSE Program, which includes ensuring that Subcontractors provide the following services to WtW participants in an effort to secure unsubsidized employment in career-ladder employment.

- Assessment, if needed,
- PWE/SWE,
- OJT,
- Education and Employment (Classroom Training) Training,
- Work Study

Contractor shall ensure that Subcontractors equally focus their placement efforts on the PWE/SWE and OJT components, or as determined by the GAIN and/or GROW Program Sections.

4.5.1.1 Contractor shall ensure that GAIN participants are provided the full scope of services administered by the Subcontractors that are identified in paragraph 4.5.1 above.

4.5.1.2 Contractor shall provide Intermediary Services by administering the TSE Program.

4.5.1.3 Contractor shall provide Intermediary Services by administering the TSE Program and ensure that CalWORKs Youth, CFT/Non-CFT Youth, and ILP participants are provided the full scope of services administered by the Subcontractors specific to youth ages 16 to 21, which includes PWE, OJT, and Blueprint Classroom Training. Background and Security Investigation and Drug Testing shall be provided to CalWORKs Youth, CFT/Non-CFT Youth, and ILP participants in accordance with Contract Subsection 5.36. Employment Support is provided in accordance with Contract Subsection 5.37.

4.5.1.4 Contractor shall provide Intermediary Services by administering the TSE Program and ensure that GROW TAY are provided the full scope of services administered by the Subcontractors specific to the GROW TAY participants, which includes PWE and OJT.

4.5.2 Contractor, in the event of limited funding, shall give priority in the referral to the above services to populations designated by the County, which will be determined when needed.

4.5.3 Contractor shall ensure that One-Stop and Worksource Centers/AJCC conduct coordination activities in cooperation with GAIN Services Workers (GSW)/Contracted Case Managers (CCM) and GROW Services Workers, and shall ensure ongoing recruitment efforts at the GAIN Regional offices and GROW sites.

4.5.4 One Stop Career Centers/AJCC

4.5.4.1 Contractor shall implement the services mentioned in paragraph 4.5.1 herein, in a manner that is accessible to WtW participants throughout Los Angeles County by using its subcontracted One Stop Career Centers/AJCC.

- 4.5.4.2** Contractor's subcontracted One Stop Career Centers/AJCC shall co-enroll GAIN and GROW WtW participants in WIOA, as appropriate. Under WIOA co-enrollments, GAIN and GROW participants may receive additional services under WIOA, if appropriate. The GSW/CCM/GROW Case Manager/TSE Liaison must be notified prior to the participant's co-enrollment.
- 4.5.4.3** For any WIOA funded trainings, outside of TSE, Contractor shall inform subcontracted One Stop Career Centers/AJCC that GSWs must be notified prior to the participant's co-enrollment.
- 4.5.4.4** Contractor's subcontracted One Stop Career Centers/AJCC shall provide job placement services to all WtW participants assigned to Subsidized Employment upon completion of classroom training, PWE/SWE, and OJT.
- 4.5.4.5** Contractor's subcontracted One Stop Career Centers/AJCC shall include but not be limited to Job Placement services that are reflective of the current job market, targeting higher than minimum-wage occupations in career-ladder employment positions which upon successful performance, makes available promotional opportunities both within existing employer and/or the general category upon reconsideration. In addition, Contractor's subcontracted One Stop Career Centers/AJCC shall recruit and develop PWE/SWE and OJT worksites in which monolingual Spanish participants can be placed.
- 4.5.4.6** Contractor's subcontracted One Stop Career Centers/AJCC shall ensure that services include career-ladder related Job Development, referral to interviews, and access to job search tools (i.e., computers, internet, phones, fax, e-mail, and workshops). Also, Contractor shall offer job retention services to all assigned participants. Job retention services shall be made available during the course of the participant's PWE/SWE or OJT assignment.
- 4.5.4.7** Contractor's subcontracted One Stop Career Centers/AJCC shall ensure their provision of ongoing Follow-up Services to support the participant in successfully entering employment. Follow-up services shall include, but not be limited to referral to interviews,

access to job search tools (i.e., computers, internet, phones, fax, e-mail, and workshops), and outreach to participants in unsubsidized employment on their eligibility for a Work Support Allowance.

4.5.4.8 Contractor shall select one or more One Stop Career Centers/AJCC to serve each WtW Program service area and provide the following specific tasks in joint effort with its own One Stops:

4.5.4.8.1 Review assessments to assess WtW participants' reading, writing, verbal skills, and level of English proficiency;

4.5.4.8.2 Referral of WtW participants to contracted worksite/classroom training provider for the purpose of entering OJT, PWE/SWE, or classroom training;

4.5.4.8.3 On-going participant monitoring;

4.5.4.8.4 Identification of additional services, which may be needed by limited English proficient participants; and

4.5.4.8.5 Identification of GAIN WtW participants pending a TSE placement during the twenty-one (21) business day placement period in need of Blueprint Training, which offers soft skills, conflict resolution, and other workplace related training to assist with achieving full-time employment and job retention.

4.5.4.9 Contractor shall ensure that its One Stop Career Centers and subcontracted One Stop Career Centers/AJCC refer WtW participants within twenty-one (21) business days, to contracted worksite/classroom training providers. WtW participants not placed in PWE/SWE or OJT within the 21-day placement period shall be returned to GAIN for referral to the next appropriate activity.

4.5.4.9.1 The twenty-one (21) business day placement shall begin from the date of the participant's appointment with the One Stop Career Centers/AJCC. If an extension of the 21-day period is needed by the One Stop Career Centers/AJCC, a request shall be made to the

TSE Liaison with justification for the extension. Extensions are acceptable if the One Stop Career Center/AJCC can show the likelihood of the participants being successfully placed within the timeframe of the extension being requested.

4.5.4.10 Contractor shall ensure that its One Stop Career Centers/AJCC provide written notification to the DPSS if they are unable to refer WtW participants to Contracted worksite/classroom training providers within twenty-one (21) business days via the GN 6007/ABP 4222. WtW participants not placed within the twenty-one (21) business day timeframe shall be returned to GAIN on the next business day and provide the completed GN 6007/ABP 4222.

4.5.4.10.1 Contractor shall ensure that its One Stop Career Centers/AJCC request an extension to the twenty-one (21) business day placement period in writing via the GN 6007/ABP 4222 only for participants who have been accepted by a worksite and are pending live scan background clearance.

4.5.4.11 Contractor shall ensure that One Stop Career Centers/AJCC and subcontracted One Stop Career Centers notify County within five (5) business days, and when the WtW Participant does not attend or decides to drop the activity.

4.5.4.12 Contractor shall ensure its One Stop Career Centers and subcontracted One Stop Career Centers/AJCC provide transportation and ancillary support services to WtW participants only on an emergency basis. An emergency constitutes a situation in which the County cannot readily issue transportation and ancillary support services to the participants at the time of the need in order to attend a job-related activity.

4.5.4.13 Contractor shall provide background and security investigation and drug testing as required by the employer.

4.5.4.14 Contractor shall ensure One Stop Career Centers and contracted One Stop Career Centers/AJCC provide subsidized employment verification to the Contractor within five (5) business days of placement into subsidized

employment.

4.5.4.14.1 Contractor's subcontracted One Stop Career Centers/AJCC shall provide subsidized employment verification to County within seven (7) business days of placement into Subsidized Employment.

4.5.4.15 Contractor shall ensure its One Stop Career Centers and contracted One Stop Career/AJCC provide placement in Unsubsidized Employment.

4.5.4.15.1 Contractor shall provide Full-time Unsubsidized Employment and 30-day job retention verification to County within sixty (60) business days of the participant completing thirty (30) consecutive workdays in an unsubsidized job.

4.5.4.15.2 Contractor shall be credited with one full-time unsubsidized job when two part-time unsubsidized jobs within a One Stop Career/AJCC are combined.

4.5.5 Program District Assistants (PDA)

Contractor shall provide direct supervision to the PDAs collocated at GAIN Regions. The PDAs shall not update GEARS/LRS, but will assist the GAIN Region with the following duties:

- Interview participants to assess interest/qualification for TSE.
- Discuss with the participant his/her rights and responsibilities in TSE.
- Initiate and complete participant referrals to the Worksource Centers.
- Address the participants' questions/concerns.
- Assess the participants' skills, interest, goals, and determine PWE or OJT participation.
- Coach the participants on appropriate work behavior, attire, interviewing techniques, etc.
- Assist with the completion of paperwork, participant resumes, flyers, group orientations, etc.
- Monitor the participants' progress and provide necessary support needed to obtain/retain employment.

- Respond to incoming calls from participants, staff, and outside agencies.
- Address participant complaints/concerns about the worksite and initiate appropriate action.
- Complete reports upon request.
- Work with the Worksource Centers to ensure participants are placed, or appropriate actions are taken.
- Track referrals and placements.

4.5.6 Payroll Services

Contractor will provide payroll services to all WtW participants in TSE who are placed and working in a subsidized position.

4.5.6.1 Contractor shall ensure that paychecks are distributed to WtW participants on designated paydays. Contractor shall record receipt of paychecks by WtW participants. Contractor shall be solely responsible for accuracy of paychecks

4.5.6.2 Contractor shall be responsible for the distribution, collection, and retention of WtW participant time records from Subcontractors.

4.5.7 Classroom Training for CalWORKs Youth, CFT/Non-CFT Youth, and ILP Participants

The Blueprint for Workplace Success training is the classroom training that shall be provided to the CalWORKs Youth, CFT/Non-CFT Youth, and ILP participants. This customized curriculum focuses on employer initiated pre-employment training for youth job seekers and workers. The training will provide the skill standards necessary for youth workplace success; to help achieve improved, more relevant training and employment outcomes for youth; and to connect what is being taught in the classroom with what is required in the workplace.

4.6 REPORTING TASKS

As required by County, Contractor shall provide the following reports and/or data concerning its activities as they affect Contract duties and procedural plans describing Contractor's plan of action on handling various required tasks.

4.6.1 Contractor shall prepare and submit Monthly Management Reports

(MMRs), as provided in Statement of Work, Technical Exhibit 3, hereunder. The MMR format shall be developed by Contractor upon beginning of the Contract. The MMR format is subject to County pre-approval. The MMR shall be submitted to the CCA by the last day of each month for the prior month's services.

4.6.1.1 The MMR shall clearly identify the GROW TAY population in a standalone document to facilitate the sharing of information between the separate County sections.

4.6.2 Contractor shall suggest any changes and/or program improvements and any adjustments needed to the inventory, directory and/or any other service provided by Contractor, on the MMR. However, such changes, improvements, or adjustments shall not become effective and implemented until Contractor receives County's written approval.

4.6.3 Reporting Tasks for TSE

4.6.3.1 Contractor shall provide a report to CCA measuring the percentage of CalWORKs participants who complete their assigned component activity, Job Placement and Job Retention Services for each of the subpopulations (homeless, limited-English proficient, and specialized supportive services population) under each tier model on a monthly basis. This report is to be included in the MMR, and also provided to County upon request by County.

4.6.3.2 Contractor shall provide weekly reports to the CalWORKs and GAIN Program Division which provides information on enrollment and placement information for PWE/SWE, OJT, Work Study and Classroom Training, by population, when the services are in effect, including, but not limited to, One Stop/AJCC, worksite information, and homeless information. Contractor shall ensure that data provided is accurate and that enrollment dates do not precede the placement date.

4.6.3.3 Contractor shall provide aggregate and related detailed data reports to the CalWORKs and GAIN Program Division on outcomes of all PWE/SWE/OJT referrals to the Worksource Centers. This data will be from compiled information from each PDA's weekly report on all PWE/SWE and OJT referrals made to the One-Stops/AJCCs and the placement status of each participant referred. This report is to be included in the MMR, and

also provided to County upon request by County. This report is due to CalWORKs and GAIN Program Division on the first and sixteenth of every month, or the next workday when those days fall on the weekend or a holiday. Contractor shall ensure that data provided is accurate and matches participants' case and personal identifying information.

- 4.6.3.4** Contractor shall also provide monthly payroll reports for AB 98 and/or Expanded Subsidized Employment claiming to CalWORKs and GAIN Program Division no later than the eighteenth of every month, or the next workday when those days fall on the weekend or a holiday. Contractor shall also provide additional reports as determined and as needed by the Department. Contractor shall ensure that data provided is accurate and matches participants' case and personal identifying information.
- 4.6.3.5** Contractor shall provide a report listing WtW participants who are co-enrolled in WIOA. This report is to be included in the MMR, and also provided to County upon request by County. Report shall include the name of the WtW program (GAIN/GROW/REP), activity (TSE/GTEP), GAIN Region, participant name, case number.
- 4.6.3.6** Contractor shall provide a monthly tracking log for PWE/SWE participants placed in L.A. County Departments. The log shall indicate the total number of PWE/SWE participants requested by each L.A. County Department and the total number of participants placed. This log shall be included in the MMR, and also provided to County upon request by County.
- 4.6.4** Additional reporting may be required for CalWORKs Youth, CFT/Non-CFT Youth, GROW TAY, and ILP as agreed by DPSS and Contractor.
- 4.6.5** Contractor shall track the number of CalWORKs Youth, CFT/Non-CFT Youth and ILP participants ages 16 to 17 years who are referred to Academic Enrichment Services.
- 4.6.6** Contractor shall track the number of CalWORKs Youth, CFT/Non-CFT Youth, ILP participants ages 18 to 21 who lack a High School Diploma or GED Certificate and are referred to HSD or GED services.

4.7 PERFORMANCE MEASURES

Contractor shall abide by all standards and expectations contained in this Contract, including the following:

- 4.7.1** Contractor shall develop, coordinate, and maintain all Subcontractor directories in such a manner so as to ensure that eighty percent (80%) of end users surveyed by County indicate they easily and successfully referred WtW participants to the appropriate Subcontractor.
- 4.7.2** Contractor shall ensure the achievement of a component completion rate of sixty-five percent (65%) for GAIN and GROW TAY participants enrolled in a TSE activity, excluding Work Study and GAIN and GROW TAY participants at GAIN Regional Offices that are acting as One-Stop Work Source Centers. In addition, under special circumstances at the County's discretion, performance measures shall be waived for pilot projects. The participant component completion rate is the measure that indicates how many of the participants enrolled by Contractor in a TSE activity completed their assigned TSE component/activity. The participant component completion rate shall be measured and reported to County by Contractor on a semi-annual basis at the beginning of or the effective date of the Contract, and any time requested by the County.
- 4.7.3** Contractor shall achieve a Full-time unsubsidized employment placement rate of thirty-five percent (35%) for GAIN and GROW TAY participants who complete a TSE activity, excluding Work Study, and GAIN and GROW TAY participants at GAIN Regional Offices that are acting as One-Stop Work Source Centers. The Full-time Unsubsidized Employment Placement Rate shall be measured and reported by Contractor to County on a quarterly and semi-annual basis starting with the effective date of the Contract. For the purpose of determining the Full-time unsubsidized employment placement rate, GAIN and GROW TAY participants placed in Full-time Unsubsidized Employment shall be measured after a thirty day (30-day) retention period. The Full-time Unsubsidized Employment placement shall be considered and counted toward the placement rate only for those participants that were placed in unsubsidized employment within six (6) months after they completed a TSE activity.
- 4.7.4** Contractor shall track and report to County, the Unsubsidized Employment status of WtW Participants on a quarterly basis for the purpose of analyzing the Job Retention Rate of WtW Participants

and to assist in monitoring the effectiveness of employers utilized by One Stop Career Centers/AJCC. Reports are to be broken out by WtW Population.

- 4.7.5** Contractor shall track the Full-time Unsubsidized Employment Job Retention Rate for a minimum period of ninety (90) days.
- 4.7.6** Contractor shall ensure that fifty percent (50%) of GAIN and GROW TAY participants placed into Full-time Unsubsidized Employment, retain the same employment for a minimum period of ninety (90) days.

The ninety day (90-day) Retention Rate shall be measured and reported cumulatively by Contractor to County on a semi-annual basis beginning the effective date of this Contract. Contractor shall begin tracking the Job Retention rate from the first full-time (minimum of 6 hours) work day attended by the GAIN and GROW TAY participants. Reports are to be broken out by WtW Populations.

For the purpose of meeting the requirements of this paragraph 4.7.6, the ninety-day (90-day) Retention rate shall be considered and counted by County up to six (6) months after placement in Full-time Unsubsidized Employment.

- 4.7.7** Contractor shall enroll 70% of WtW participants referred by County and who attend their appointment with the Worksource Center/One Stops/AJCC in TSE. Otherwise, the Contractor shall provide justification for failing to enroll any given WtW Participant.
- 4.7.8** The performance/rates submitted by Contractor will be subject to review and verification, as deemed necessary by the County. The Contractor's performance/rate may be adjusted if upon review by the County data is found that does not support this performance/rate. The County will have zero tolerance for any data manipulation committed by the Contractor. Further, discovery of such act shall be considered a material breach of the Contract.
- 4.7.9** Contractor shall ensure that data provided under reporting tasks of section 4.6 is accurate and matches participants' case and personal identifying information.
- 4.7.10** These Performance Measures are consistent with County and/or State/Federal priorities. Should there be a change in Federal, State and/or County policies/regulations, the County may amend these measures via an Amendment as provided in Section 8.0, Subsection 8.1 of the Contract.

4.8 PERFORMANCE MEASURE FOR ALL CALWORKS YOUTH, CFT/NON-CFT YOUTH, ILP PARTICIPANTS AGES 16 TO 17 YEARS OF AGE REFERRED TO CONTRACTOR:

4.8.1 Contractor shall ensure sixty-five percent (65%) completion of subsidized employment; and

4.8.2 Contractor shall ensure sixty percent (60%) attainment of workplace skills.

4.9 PERFORMANCE MEASURES FOR CALWORKS YOUTH, CFT/NON-CFT YOUTH, ILP PARTICIPANTS AGES 18 TO 21 YEARS:

4.9.1 Contractor shall ensure sixty percent (60%) attainment of entry-level work readiness certificates;

4.9.2 Contractor shall ensure that thirty-five percent (35%) placed in unsubsidized employment work a minimum of 20 hours per week for a minimum period of 30 days;

4.9.3 Contractor shall ensure fifty percent (50%) placed in unsubsidized employment retain employment for a minimum period of ninety (90) days.

4.10 GREEN INITIATIVES

4.10.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

4.10.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

5.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

5.1 INTRODUCTION

This section lists the required services which will be monitored by the County during the term of this Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined to be unsatisfactory, County's preferred method of monitoring, and unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

All listings of required service or standards used in this PRS are intended to be completely consistent with the terms and conditions of this Contract, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the terms and conditions of this Contract and Statement of Work (SOW). In any case of apparent inconsistency between required services or standards as stated in the terms and conditions of the Contract, SOW, and this PRS, the terms and conditions of the Contract and the SOW 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 terms and conditions of the Contract or in the SOW, 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 unsatisfactory performance.

Because the provision of services to DPSS participants is critical to the mission of DPSS, County expects a high standard of Contractor's performance. DPSS will work with Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before AQL should occur. However, it is Contractor's responsibility to provide the services set forth in the SOW, and summarized in this PRS, and monitor them as described in Subsection 1.4 Quality Control.

5.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

Exhibit A, Technical Exhibit 1, PRS Chart, displays the minimum services of the SOW that the County will monitor during the term of this Contract. County will also monitor other Contract provisions that are not outlined in the PRS Chart.

In summary, the PRS Chart outlines the following:

5.2.1 Column 1 of chart, provides the Section or Paragraph where the required service is referenced.

- 5.2.2 Column 2 of chart, defines the standard level of service the Contractor is to perform for each required service and performance measure.
- 5.2.3 Column 3 of chart shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before County assesses liquidated damages.
- 5.2.4 Column 4 of chart, shows the method of monitoring that will be used by CCA.
- 5.2.5 Column 5 of chart, indicates the monthly unsatisfactory performance indicator points to be assessed for exceeding the AQL, for each listed Contract requirement. These indicators may serve as a baseline for assessing liquidated damages.

5.3 CONTRACT DISCREPANCY REPORT (CDR)

The CDR will require 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. CCA will evaluate Contractor's explanation and determine if any financial penalties will be assessed. A CDR is set forth in Exhibit A, Technical Exhibit 2.

5.4 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

- 5.4.1 In determining the number of defects that renders a service unsatisfactory, a sample may be selected at random so that it will be representative of the entire population. Selections used in the sample are used to measure performance on the standard, and conclusions are made about Contractor's performance for the whole group. The random sampling plan includes the following information:
 - a. *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet this Contract's standard for satisfactory performance;
 - b. *Lot Size* - the total number of units or services to be provided monthly;
 - c. *Sample Size* - the number of units or services to be checked for a given time period; and
 - d. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

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

5.4.3 The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1,000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 10 points per incident are to be assessed, the following formula is used:

- $12/100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1,000$ (lot size) = 120 (# of unacceptable discrepancies)
- 120×10 (UPI points) = 1,200

5.4.4 When services are determined to be unsatisfactorily performed in the time stipulated, County may still require the service be properly performed prior to the next scheduled performance review.

5.5 REMEDY OF DEFECTS

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

5.6 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor's performance does not conform with the requirements of this Contract including but not limited to, not meet performance measures, County will have the option to apply the following nonperformance remedies:

5.6.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance including not meeting performance measures, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- 5.6.2** Deduct from Contractor's payment, pro rata, those applicable portions of the monthly Contract sum.
- 5.6.3** Assess deductions in the amount of \$10.00 per point for each Unsatisfactory Performance Indicator (UPI) point exceeding 350 points in one calendar month.
- 5.6.4** Reduce, suspend or terminate the Contract for systematic, deliberate misrepresentations, should the total UPI points exceed 1,000 points during the term of the Contract.
- 5.6.5** Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.
- 5.6.6** Failure of Contractor to take corrective action within the provided time frame may result in the County termination of this Contract pursuant to Section 8.0, Subsection 8.43 of this Contract.
- 5.6.7** This Subsection does not preclude County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 8.0, Subsection 8.42, Termination for Convenience, herein above.

Performance Requirements Summary Chart

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Contract Section 8.0, Subsection 8.7 Compliance With Civil Rights Laws and Statement of Work Section 3.0, Subsection 3.8 Civil Rights Complaint Procedures	Resolve participant and civil rights complaints, procedural and any complaints pertaining to discrimination.	0.0 %	100% Review/ MMR	5 points per validated complaint
Contract Section 7.0, Administration of Contract- Contractor, Subsection 7.7 Confidentiality	Acknowledgment and Confidentiality agreements shall be signed by Contractor, Contractor's employees, and Contractor's non-employees providing services covered by this Contract.	0.0 %	100% Inspection	3 points per each agreement not signed and/or filed

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 1.0 General, Subsection 1.1, Scope of Work, Paragraph 1.1.2	Contractor shall develop a screening process to evaluate providers based on types of services offered and funding sources available if any, prior to placing them on GEARS/LRS.	0.0 %	Random Sampling/Review of GEARS/LRS	5 points per each provider not on GEARS/LRS and should be placed on GEARS/LRS
Statement of Work, Section 1.0, General, Subsection 1.4, Quality Control Paragraphs 1.4.2 and 1.4.3 Statement of Work Section 4.0, Specific Tasks, Subsection 4.2, Intermediary Services, Paragraph 4.2.3	Monitor all Subcontractors by evaluating work performed to ensure that compliance is being met.	0.0 %	Random Sampling/MMR	5 points per each subcontractor not complying with Contract

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.1, Directories, Paragraph 4.1.3	Update monthly, maintain and submit quarterly directories of Vocational Education and Employment Training providers to include all providers and Subcontractors listed in paragraph 4.1.1 of Statement of Work.	0.0 %	Random Sampling/ MMR	5 points per each directory not updated monthly and/or per each directory not submitted quarterly
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.2, Intermediary Services, Paragraph 4.2.2	Maintain sufficient Community Service, WEX, and TSE slots to provide work assignments to WtW participants.	0.0 %	User Complaints	10 points per each program with insufficient providers

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.2, Intermediary Services, Paragraph 4.2.4	Employ enough bilingual personnel to provide services to participants and provide materials in the languages specified by County or utilize language line services when needed for other County threshold languages for WEX and TSE.	0.0%	Complaints	10 points for complaint received
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.2, Intermediary Services, Paragraph 4.2.9	Process all claims for Worker's Compensation injuries or illnesses, which may occur in all Subcontractors' work sites and work with the State of California Insurance Fund to resolve all claims to the benefit of County.	0.0%	100% Review/ Complaints	5 points for each claim not processed

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.3, GEARS Inventory/LRS Resource Data Bank, Paragraph 4.3.1, 4.3.2, and 4.3.3	Update and maintain GEARS/LRS inventory of all Vocational Education and Employment Training providers within five (5) business days of receiving request by GAIN staff and/or providers and after Contractor determines a change is necessary.	0.0%	Random Sampling/MMR/ Review of GEARS/LRS	3 points per each day late that request was not updated on GEARS/LRS
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.4, Operational Support, Paragraphs 4.4.1, 4.4.2, 4.4.3, & 4.4.4	Contractor provides all required operational support.	0.0%	MMR Complaints	5 points per validated complaint, non-attendance at a required meeting

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.6, Reporting Tasks, Paragraph 4.6.1	Provide Monthly Management Report by the last day of the month for each month for the prior month's services.	0.0%	100% Review/ MMR	3 points per each day late
Contract Section 5.0, Contract Sum, Subsection 5.9 Invoices and Payments	Provide invoices by the 15 th after the end of the month in which services were provided	0.0%	100% Review	3 points per each day late

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.6 Reporting Tasks, Paragraph 4.6.3, Reporting Tasks for TSE, Subparagraph 4.6.3.7	Include in MMR a log tracking the total number of PWE/SWE participants requested by L.A. County departments and the total placed.	0%	Program Review	5 points per each occurrence

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work Section 4.0, Specific Tasks, Subsection 4.5, Transitional Subsidized Employment (TSE), Paragraph 4.5.5, Program District Assistants (PDA) and Subsection 4.6, Reporting Tasks, Paragraph 4.6.3 Reporting Tasks for TSE/VESL, Subparagraph 4.6.3.3	Each PDA shall provide Contractor a weekly report listing all PWE/SWE/OJT participants referred to the Worksource Centers indicating name, case number, Worksource center, component, date referred, date serviced by center, date returned to GAIN, date GN 6006 was received, date placed by center, GN 6007 end date, number of days it took for the placement, due date for the 21-day placement requirement, indicate Y or N for meeting the 21-day placement due date, and comments if necessary.	5%	Program Review	5 points per each occurrence

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0 Specific Tasks, Subsection 4.6, Reporting Tasks, Paragraph 4.6.3, Reporting Tasks for TSE Subparagraph 4.6.3.3	Provide aggregate and detailed data on outcomes from data compiled from each PDA's report on the participant referrals to the Worksource Centers on the first and sixteenth of every month or on the next workday if those days fall on a weekend or holiday.	5%	Program Review	5 points per each occurrence

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0 Specific Tasks, Subsection 4.6 Reporting Tasks, Paragraph 4.6.3 Reporting Tasks for TSE Subparagraph 4.6.3.4	Contractor shall also provide monthly payroll reports for AB 98 and/or Expanded Subsidized Employment claiming to CalWORKs and GAIN Program Division no later than the eighteenth of every month, or the next workday when those days fall on the weekend or a holiday. Contractor shall also provide additional reports as determined and as needed by the Department. Contractor shall ensure that data provided is accurate and matches participants' case and personal identifying information.	5%	Program Review	5 points per each occurrence
Statement of Work, Section 3.0, Contractor Furnished Items, Subsection 3.6, Training, Paragraph 3.6.4	Provide orientation and training to all provider/subcontractor staff who work directly with WtW Participants. The training is to be provided within thirty (30) days from the date of employment for each new staff member, and on an as-needed basis, thereafter.	0.0%	Complaints	5 points per each complaint not resolved

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.5 TSE, Paragraph 4.5.1	Provide Intermediary Services by administering TSE, Paid Work Experience (PWE/SWE), On-the-Job training (OJT), and ensuring that One-Stop Centers/AJCC and TSE Subcontractors provide Assessment, PWE/SWE, OJT, Education and Employment (Classroom Training) Training and Work Study to WtW Participants, in an effort to secure Unsubsidized Employment in career ladder employment.	0.0%	0.0%	5 points per participant not given priority who reached their CalWORKs 5-year time limit or are GAIN Participants.
Statement of Work, Section 4.0 Specific Tasks, Subsection 4.5 TSE, Paragraph 4.5.4, One Stop Career Centers/AJCC, Subparagraph 4.5.4.1	Implement the services mentioned in Statement of Work Paragraph 4.5.1 and herein, in a manner that is accessible to WtW Participants throughout the County by using its One Stop Career Centers/AJCC and subcontracted One Stop Career Centers/AJCC.	0.0%	100% Review	5 points per each One Stop not subcontracted

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.5 TSE, Paragraph 4.5.4 One Stop Career Centers/AJCC, Subparagraph 4.5.4.4	Ensure One Stops and subcontracted One Stops provide Job Placement services to all participants assigned to TSE upon completion of Classroom Training, Paid Work Experience/Specialized Work Experience, and On-the-Job Training	0.0%	100% Review/ MMR	10 points per participants not placed in employment after completion of training(s)
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.5, TSE, Paragraph 4.5.4, One Stop Career Centers/AJCC, Subparagraph 4.5.4.6	Follow up with the One Stop Career Centers to ensure that services include career-ladder related Job Development, referral to interviews, and access to job search tools (i.e., computers, internet, phones, fax, e-mail and workshops).	0.0%	Complaints	5 points per each service not provided

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.5, TSE, Paragraph 4.5.4, Subparagraph 4.5.4.7	Follow up with the One Stop Career Centers to ensure their provision of ongoing follow-up services to support the participant in successfully entering employment.	0.0%	100% Review/ MMR	5 points per follow up not provided
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.5, TSE, Paragraph 4.5.4, One Stop Career Centers/AJCC, Subparagraph 4.5.4.8	Select one or more One Stop Career Centers to serve each GAIN Region and provide the specific tasks mentioned in Subparagraph 4.5.4.8.1 through 4.5.4.8.5 of the Statement of Work.	0.0%	Complaints/ MMR	5 points per each GAIN Region not served

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.5, TSE, Paragraph 4.5.4, Subparagraph 4.5.4.9 and 4.5.4.10	One Stops refer participants within twenty-one (21) business days, to contracted worksite and/or Classroom Training providers, or provide notification to request an extension to the WtW Program Liaison, if they are unable to refer participant within twenty-one (21) business days.	0.0%	Complaints/ Random Sampling	5 points per each day after the twenty first day
Statement of Work, Section 4.1, Specific Tasks, Subsection 4.5, TSE, Paragraph 4.5.4, Subparagraph 4.5.4.11	Ensure Subcontractors provide notification within five (5) business days to the WtW Program Liaison when participant does not attend or decides to drop the program.	0.0%	Complaints	5 points per each notification not sent

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.5, TSE, Paragraph 4.5.6, Payroll Services, Subparagraph 4.5.6.1	Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	0.0%	Complaints/ Random Sample	10 points per each validated instance of participant not receiving accurate paycheck timely
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.5, TSE, Paragraph 4.5.6, Payroll Services, Subparagraph 4.5.6.2	Distribute, collect and retain participant's time records from Subcontractors.	0.0%	100% Review	5 points per participants time records not retained

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.7, Performance Measures, Paragraph 4.7.1	Contractor shall develop, and maintain all service provider directories in such a manner so as to ensure that 80% of end users surveyed by County indicate they successfully referred participants to the appropriate service providers.	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.7, Performance Measures, Paragraph 4.7.2	Contractor shall achieve a 65% component completion rate for GAIN and GROW TAY participants enrolled in a TSE activity, excluding Work Study, GAIN, and GROW TAY participants at GAIN Regional Offices that are acting as One-Stop Worksource Centers, to be measured and reported semi-annually, annually and cumulatively since the effective date of the Contract.	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.7, Performance Measures, Paragraph 4.7.3	Contractor shall achieve a 35% Unsubsidized Employment placement rate for GAIN, GROW TAY participants enrolled in a TSE activity, excluding Work Study, GAIN, and GROW TAY participants at GAIN Regional Offices that are acting as One-Stop Worksource Centers, to be measured/reported semi-annually, annually and since the effective date of the Contract.	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.7, Performance Measures Paragraph 4.7.4	Contractor shall track and report to DPSS, unsubsidized employment status of WtW Participants quarterly to analyze the retention rate of participants and to assist in monitoring the effectiveness of employers utilized by One Stops,	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.7, Performance Measures, Paragraph 4.7.5	Contractor shall track the full-time Unsubsidized Employment Job Retention Rate for at least 90 days.	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.7, Performance Measures, Paragraph 4.7.6	Contractor shall ensure that 50% of GAIN and GROW TAY participants placed into full-time unsubsidized employment, retain the same employment for at least 90 days to be measured and reported semi-annually, annually and cumulatively beginning the effective date of the Contract.	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met
Statement of Work, Section 4.0 Specific Tasks, Subsection 4.8, Paragraph 4.8.1	Contractor shall ensure that 65% of all ILP participants between the ages of 16 and 17 years of age completed subsidized employment.	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0 Specific Tasks, Subsection 4.8, Paragraph 4.8.2	Contractor shall ensure that 60% of all ILP participants between the ages of 16 and 17 years of age demonstrated attainment of workplace skills.	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.9, Paragraph 4.9.1	Contractor shall ensure that 60% of all ILP participants between the ages of 18 up to 21 years of age attained entry-level work readiness certificate.	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met
Statement of Work, Section 4.0 Specific Tasks, Subsection 4.9, Paragraph 4.9.2	Contractor shall ensure that 35% of all ILP participants between the ages of 18 up to 21 years of age placed in unsubsidized employment work a minimum of 20 hours per week for a minimum period of 30 days.	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Section 4.0, Specific Tasks, Subsection 4.9, Paragraph 4.9.3	Contractor shall ensure that 50% of youth ages 18 to 21 years of age are placed in unsubsidized employment retain employment for a minimum period of ninety (90) days.	0.0 %	Random Sampling/MMR/ Review of GEARS/LRS Complaints	10 points per each performance measure requirement not met

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

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

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA _____ Date _____

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

Signature of County Contract Manager _____ Date _____

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of QAE/CCA _____ Date _____

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

CCA's Signature and Date

Contract Representative's Signature and Date

MONTHLY MANAGEMENT REPORT (MMR)

(PER STATEMENT OF WORK, PARAGRAPH 4.6.1)

- 5.7** Contractor will develop the format for the Monthly Management Report (MMR), to be pre-approved by County, within ten (10) business days of Contract approval by the Board of Supervisors. The MMR will be a written report and shall be submitted by the 30th of each month for the prior month's services. The MMR, at a minimum, will include, but not be limited to, the following information:
- 5.7.1** Contractor's Monthly Operational/Administrative costs invoice.
 - 5.7.2** Any new subcontracts entered into or in the process of entering into.
 - 5.7.3** A monitoring report summary for each Subcontractor/work site monitored by Contractor during the reporting month.
 - 5.7.4** On a quarterly basis, or upon County request, Contractor shall submit updated directories, to include a summary of the total number of providers added during the quarter, from the following:
 - 5.7.4.1** Community-Based Organization Training Vendor (CTVD),
 - 5.7.4.2** Work Study Provider
 - 5.7.4.3** Family Preservation Network (FPP)
 - 5.7.4.4** One Stop Centers (OS)
 - 5.7.4.5** Public Training Vendor (PTVD)
 - 5.7.4.6** Remediation Provider (REM) and to include level of English proficiency
 - 5.7.4.7** State Department of Rehabilitation Provider (SDR)
 - 5.7.4.8** Support Service Provider (SSP)
 - 5.7.4.9** Vocational Training Provider (VOC) and to include level of English proficiency
 - 5.7.4.10** Work Experience Provider (WEX)
 - 5.7.4.11** Community Service (CS) Provider
 - 5.7.5** A detailed summary of any task(s) Contractor has in progress or has completed, including as but not limited to:
 - 5.7.5.1** Incoming phone calls/emails by GAIN Regional Administration or their Designees and providers, and confirmation that the calls are updated on GEARS/LRS within five (5) business days;

- 5.7.5.2** The maintenance of all directories and confirmation that they were updated maintained and distributed timely.
 - 5.7.5.3** The marketing and maintenance of sufficient WEX providers and any outreach being done to maintain sufficient providers;
 - 5.7.5.4** Any surveys Contractor has/will conduct;
 - 5.7.5.5** Any outstanding corrective actions as a result of Contractor's monitoring;
 - 5.7.5.6** Worker's Compensation claims and confirmation that the claims are processed within 24 hours;
 - 5.7.5.7** Semi-annual review of information on GEARS to determine accuracy.
- 5.7.6** Contractor's suggested program improvements and/or adjustments of inventory.
- 5.7.7** Contractor shall provide County with performance data of each CalWORKs participant enrolled in education and employment training courses from enrollment to completion, even if completion is after the term of this Contract.
- 5.7.8** Contractor shall provide County with data on each CalWORKs/GROW participant who received ongoing assessment, job development and placement management services.

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

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

CASE NAME: []

CASE NUMBER: []

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

I believe I was discriminated against because of my:

Grid of checkboxes for discrimination reasons: RACE, NATIONAL ORIGIN, MARITAL STATUS, POLITICAL AFFILIATION, DISABILITY, RELIGION, AGE, SEXUAL ORIENTATION, ETHNIC GROUP IDENTIFICATION, SEX, COLOR, DOMESTIC PARTNERSHIP.

DATE OF OCCURRENCE: _____

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

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

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

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

CONSENT DENIED - I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE) _____ (DATE) _____ ADDRESS: _____

PA - 607 (REVISED 06/11)

TELEPHONE: _____

County of Los Angeles

Department of Public Social Services

**COMPLAINT OF DISCRIMINATORY TREATMENT
QUEJA DE TRATO DISCRIMINATORIO**

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

NOMBRE DEL CASO: _____

NÚMERO DE CASO: _____

Yo, _____, por la presente someto esta queja de trato discriminatorio y pido que se lleve a cabo una investigación.
(Por favor, escriba su nombre en letra de molde)

Yo creo que me han discriminado debido a mi:

<input type="checkbox"/> RAZA	<input type="checkbox"/> DISCAPACIDAD	<input type="checkbox"/> IDENTIFICACIÓN DEL GRUPO ÉTNICO
<input type="checkbox"/> NACIONALIDAD	<input type="checkbox"/> RELIGIÓN	<input type="checkbox"/> SEXO
<input type="checkbox"/> ESTADO CIVIL	<input type="checkbox"/> EDAD	<input type="checkbox"/> COLOR
<input type="checkbox"/> AFILIACIÓN POLÍTICA	<input type="checkbox"/> ORIENTACIÓN SEXUAL	<input type="checkbox"/> PAREJA DE HECHO

FECHA EN QUE OCURRIÓ EL INCIDENTE: _____

NOMBRE(S) Y TÍTULO(S) DE LA(S) PERSONA(S) QUE YO CREO QUE ME HA(N) DISCRIMINADO:

LA ACCIÓN, DECISIÓN O CONDICIÓN QUE CAUSÓ QUE YO PRESENTARA ESTA QUEJA ES LA SIGUIENTE:

YO DESEO QUE SE TOMA LA SIGUIENTE ACCIÓN CORRECTIVA:

Foner iniciales en la línea de arriba si usted da su consentimiento. **CONSENTIMIENTO CONCEDIDO** – Al poner mis iniciales en esta opción, yo autorizo al Departamento de Servicios Sociales Públicos, Sección de Derechos Civiles (CRS) a revelar mi identidad y otra información personal a personas en la organización o institución bajo investigación y a otras agencias federales y estatales de acuerdo con las leyes y regulaciones federales y estatales pertinentes. Por la presente, autorizo a la CRS a recibir material e información incluyendo, pero no limitado a solicitudes, archivos de casos, registros personales y médicos. El material e información serán usados para las actividades autorizadas de cumplimiento y aplicación de los derechos civiles. Entiendo que no estoy obligado a autorizar este permiso y lo hago voluntariamente.

Foner iniciales en la línea de arriba si usted no da su consentimiento. **CONSENTIMIENTO DENEGADO** – Yo no doy mi consentimiento para compartir mi nombre u otra información personal que me identifique. Entiendo que esta queja podría no ser investigada como resultado de mi negación a dar mi consentimiento para compartir mi información.

(FIRMA) _____ DIRECCIÓN: _____
(FECHA) _____

PA – 607 (REVISED 06/11) SPANISH TELÉFONO: _____

CONTRACTOR'S BUDGET

INVOICE # _____

INVOICE DATE _____

**TRANSITIONAL SUBSIDIZED EMPLOYMENT/PAID WORK EXPERIENCE
ONGOING SERVICES INVOICE - SAMPLE FORMAT**

VENDOR NO. _____

CONTRACT NO. _____

VENDOR SOCIAL SECURITY OR TAXPAYER I.D. NO. _____

<u>MONTH/YEAR</u>	<u>AMOUNT</u>
-------------------	---------------

_____	_____ - _____
-------	---------------

STEP/TSE PAYROLL ONLY

CONTRACTOR'S AUTHORIZING SIGNATURE	DATE SIGNED
------------------------------------	-------------

COUNTY CONTRACT ADMINISTRATOR'S APPROVAL	DATE SIGNED
--	-------------

FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY

FUND/ORG. / ACCT. / OPTION / CHANGE / AMOUNT/PF / COMMENT

Invoice Month: _____

**SAMPLE MONTHLY INVOICE FORMAT
ADMINISTRATIVE COSTS FOR TRANSITIONAL SUBSIDIZED EMPLOYMENT/PAID WORK
EXPERIENCE (PWE) SERVICES ONLY
CITY OF INGLEWOOD**

Page 1 of 2

			<u>ACTUAL MONTHLY COSTS</u>
I. <u>DIRECT COSTS</u>			
Salaries (attach Personnel Schedule)	\$		-
Fringe Benefits	\$		-
Personnel Subtotal	\$		-
II. <u>OPERATING COSTS</u>			
EDP Equipment			-
Supplies			-
Mileage			-
Postage			-
Equipment (other than EDP)			-
Printing			-
Provider Training			-
Rent			-
Utilities			-
Telephones			-
Liability Insurance 1.68%			-
Liability Insurance 1.68% (Adjustment)			-
Employer Tax Contributions for Grant-Diverted WEX			-
Other (must be itemized-attach separate sheet)			-
Operating Costs-Subtotal			-
INDIRECT COSTS (17.5% of Personnel Salaries)			
Admin rent, Utilities and Phones			-
Postage, Audit, Legal, Travel			-
Admin Supplies, Storage, Mileage, Liab. Ins.			-
Staff Liability Insurance	\$		-
City Indirect Cost			-
Indirect Cost Subtotal	\$	-	\$ -
III. <u>DIRECT SERVICES COSTS</u>			
One Stop Services 75%			-
One Stop Services (Adjustment)			-
Subsidized Employment (Adjustment)			-
Subsidized Employment			-
OJT			-
Education and Employment Training (Classroom)			-
Support Services			-
Direct Costs-Subtotal			-
IV. TSE/WS Employer cash contribution	<	>	
TOTAL TSE/PWE RELATED COSTS PAYABLE TO CITY OF INGLEWOOD			
A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH FOR TSE/PWE RELATED SERVICES:			-

CONTRACTOR'S Authorizing Signature	Date
County Contract Administrator's Authorizing Signature	Date

**COUNTY OF LOS ANGELES
TRANSITIONAL SUBSIDIZED EMPLOYMENT/PAID WORK EXPERIENCE
SAMPLE - REQUEST FOR CASH/INVOICE FOR THE MONTH OF**

PROGRAM PERIOD: _____

Page 2 of 2

AGENCY			DPSS STAFF USE ONLY	
ADDRESS			Program Staff Review	Date:
CITY	STATE	ZIP	FISCAL REVIEW:	DATE:
CONTRACT NO.			FISCAL APPROVAL:	DATE:
REQUEST PERIOD	REQ. NO.	AMOUNT PAID	ENC. NO.	

COST REIMBURSEMENT

COST CATEGORIES	Actual Cost
I. *One-Stop Srvc. (Assessment, Job Dev. & Case Mgt. Serv.) 75%	-
*One-Stop Srvc. (Assessment, Job Dev. & Case Mgt. Serv.) 25%	-
II. **TIER I (WE)	-
III. **TIER II Paid Work Experience (PWE) (100% of Total Cost)	-
IV. **On-the-Job Training	-
V. ***Education and Employment Training (Classroom Training)	-
GRAND TOTAL COST CATEGORIES	-

- * Attach detail listing of participants served
- ** Attach employees time sheets
- *** Attach classroom training verification
- **** Attach listing of participants referred

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, State, or Federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.

Prepared By: _____ Title: _____
 Date: _____ Phone: _____
 Authorized Signature: _____ Date: _____

INVOICE # _____

INVOICE DATE _____

**ADMINISTRATIVE COSTS FOR TRANSITIONAL SUBSIDIZED EMPLOYMENT/
COMMUNITY COLLEGE WORKSTUDY
SAMPLE INVOICE**

VENDOR NO. _____

CONTRACT NO. _____

VENDOR SOCIAL SECURITY OR TAXPAYER I.D. NO. _____

MONTH/YEAR _____ AMOUNT _____

CONTRACTOR'S AUTHORIZING SIGNATURE DATE SIGNED

COUNTY CONTRACT ADMINISTRATOR'S APPROVAL DATE SIGNED

FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY

FUND/ORG. / ACCT. / OPTION / CHANGE / AMOUNT/PF / COMMENT

**SAMPLE MONTHLY INVOICE FORMAT
 ADMINISTRATIVE COSTS FOR TRANSITIONAL SUBSIDIZED EMPLOYMENT/PAID WORK EXPERIENCE
 COMMUNITY COLLEGE WORKSTUDY
 CITY OF INGLEWOOD**

FROM: _____ TO: _____

	<u>ACTUAL MONTHLY COSTS</u>
I. <u>DIRECT COSTS</u>	
Salaries (attach Personnel Schedule)	_____
Fringe Benefits	_____
<u>Personnel Subtotal</u>	_____
II. <u>OPERATING COSTS</u>	
Supplies	_____
Mileage	_____
Postage	_____
Rent	_____
Utilities	_____
Telephones	_____
Other (must be itemized-attach separate sheet)	_____
Liability Insurance	_____
<u>Operating Costs-Subtotal</u>	_____
III. <u>INDIRECT COSTS (17.5% of Personnel Salaries) \$</u> -	
(17.5% of Personnel Salaries. See Personnel Schedule)	_____
Admin rent, Utilities and Phones	_____
Audit, Legal, Travel, Liab Ins.	_____
Admin Supplies, Postage, Storage, Mileage	_____
<u>Indirect Costs Subtotal</u>	_____
IV. <u>DIRECT SERVICES COSTS</u>	
Total Participant Wages	_____
Participant Benefits (7.65% of total wages)	_____
Workers Comp (actual invoices)	_____
<u>Direct Costs-Subtotal</u>	_____

TOTAL INVOICE AMOUNT FOR CURRENT MONTH FOR WORK STUDY RELATED SERVICES: _____

 CONTRACTOR's Authorizing Signature _____
Date

 County Contract Administrator's Authorizing Signature _____
Date

Notes:

¹Community Colleges pay 50% of the Total Participant Wages (column A).

²COUNTY/DPSS pays 50% of the Participant Wages and 100% of Participant benefits and Admin Costs (column B).

**SAMPLE MONTHLY INVOICE FORMAT
ADMINISTRATIVE COSTS FOR TRANSITIONAL SUBSIDIZED EMPLOYMENT/PAID
WORK EXPERIENCE
COMMUNITY COLLEGE WORKSTUDY PROGRAM
DETAIL OF "OTHER" CATEGORY
CITY OF INGLEWOOD**

FROM: _____ TO: _____

DESCRIPTION	AMOUNT
Bank Charges	_____
Bank Check Processing Fees	_____
Total Other	_____

AGENCY NAME: _____
 ADDRESS: _____

**COMMUNITY COLLEGE WORKSTUDY
 REQUEST FOR CASH/INVOICE
 PROGRAM PERIOD: _____**

Agency:		COMMUNITY COLLEGE USE ONLY	
Address:		Program Staff Review:	Date:
City:	State:	Zip:	Fiscal Review: Date:
Contract No.:		Fiscal Approval:	Date:
Request Period:	Req. No.:	Amount Paid:	Enc. No.:

*Included in this billing are payroll costs that include timesheets not previously processed for days worked within the period of _____

COST REIMBURSEMENT AGREEMENT -COLLEGE WORKSTUDY				
PROGRAM COSTS				
	I.		II.	
	* Number of Participants	Hours	Total Wages Amount	Billed Amount Wages 50%

* Attach detail listing of participant(s) served.

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, state or federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.

Prepared By: _____ Title: _____
 Date: _____ Phone: _____ Fax: _____
 Authorized Signature: _____ Date: _____

** Please make check payable to the City of Inglewood/South Bay Workforce Investment Board*

Invoice Month: _____

INVOICE # _____

INVOICE DATE _____

**WTW VOCATIONAL SERVICES- GAIN
ONGOING SERVICES INVOICE - SAMPLE FORMAT**

VENDOR NO. _____

CONTRACT NO.

VENDOR SOCIAL SECURITY OR TAXPAYER I.D. NO. _____

MONTH/YEAR AMOUNT

GAIN

CONTRACTOR'S AUTHORIZING SIGNATURE DATE SIGNED

COUNTY CONTRACT ADMINISTRATOR'S APPROVAL DATE SIGNED

FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY

FUND/ORG. / ACCT. / OPTION / CHANGE / AMOUNT/ PF / COMMENT

Invoice Month: _____

**SAMPLE MONTHLY INVOICE FORMAT
ADMINISTRATIVE COSTS FOR WTW VOCATIONAL SERVICES- GAIN
CITY OF INGLEWOOD**

<u>I. DIRECT COSTS</u>	<u>ACTUAL MONTHLY COSTS</u>
Salaries (attach Personnel Schedule)	_____
Fringe Benefits	_____
<u>Personnel Subtotal</u>	_____
II. OPERATING COSTS (1)	
Supplies	_____
Postage	_____
Mileage / Parking Reimbursement	_____
EDP Equipment	_____
Equipment (other than EDP)	_____
Printing	_____
Provider Training	_____
Rent	_____
Utilities	_____
Telephones	_____
IT Services	_____
Storage	_____
Travel, Conferences, Meetings	_____
Other (must be itemized)	_____
Operating Costs - Subtotal	_____
III. INDIRECT COSTS (List all appropriate) \$ -	
(17.50% of Personnel Salaries. See Personnel Schedule)	_____
Admin rent, Utilities and Phones	_____
Audit, Legal, Travel, Liab Ins, Bank Fees	_____
Admin Supplies, Postage, Storage, Mileage	_____
Staff Liability Insurance	_____
City Indirect Cost	_____
Indirect Cost - Subtotal	_____

IV. DIRECT SERVICES COSTS: _____

A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH FOR TSE/PWE RELATED SERVICES: _____

CONTRACTOR'S Authorizing Signature

Date

County Contract Administrator's Authorizing Signature

Date

**SAMPLE MONTHLY INVOICE FORMAT
WTW VOCATIONAL SERVICES- GAIN
DETAIL OF "OTHER" CATEGORY
CITY OF INGLEWOOD**

FROM: _____ TO: _____

DESCRIPTION	AMOUNT
Bank Charges	_____
Check processing	_____
Live Scan/Fingerprinting	_____
Advertisement	_____
Other Contract Services	_____
Total Other	_____

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.
LAST NAME, FIRST NAME
SAMPLE - MILEAGE REIMBURSEMENT CLAIM REPORT - GAIN
 For the month of: _____ **2016**

DATE	DESTINATION	REASON FOR TRAVEL	ODOMETER READING START	ODOMETER READING END	MILES
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
EMPLOYEE:		CHARGE TO ACCT:		TOTAL MILEAGE	0

SUPERVISOR SIGNATURE: _____

DATE: _____

MILEAGE REIMBURSEMENT RATE: _____

AMOUNT: \$ _____ -

Invoice Month:

INVOICE # _____

INVOICE DATE _____

**WTW VOCATIONAL SERVICES- GROW
ONGOING SERVICES INVOICE - SAMPLE FORMAT**

VENDOR NO. _____

CONTRACT NO. _____

VENDOR SOCIAL SECURITY OR TAXPAYER I.D. NO. _____

MONTH/YEAR

AMOUNT

GROW

CONTRACTOR'S AUTHORIZING SIGNATURE

DATE SIGNED

COUNTY CONTRACT ADMINISTRATOR'S APPROVAL

DATE SIGNED

FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY

FUND/ORG. / ACCT. / OPTION / CHANGE / AMOUNT/ PF / COMMENT

Invoice Month: _____

**SAMPLE MONTHLY INVOICE FORMAT
ADMINISTRATIVE COSTS FOR WTW VOCATIONAL SERVICES- GROW
CITY OF INGLEWOOD**

I.	<u>DIRECT COSTS</u>	<u>ACTUAL MONTHLY COSTS</u>
	Salaries (attach Personnel Schedule)	_____
	Fringe Benefits	_____
	<u>Personnel Subtotal</u>	_____
II.	OPERATING COSTS (1)	
	Supplies	_____
	Postage	_____
	Mileage / Parking Reimbursement	_____
	EDP Equipment	_____
	Equipment (other than EDP)	_____
	Printing	_____
	Provider Training	_____
	Rent	_____
	Utilities	_____
	Telephones	_____
	IT Services	_____
	Storage	_____
	Travel, Conferences, Meetings	_____
	Other (must be itemized)	_____
	Operating Costs - Subtotal	_____
III.	INDIRECT COSTS (List all appropriate) \$ -	
	(17.50% of Personnel Salaries. See Personnel Schedule)	_____
	Admin rent, Utilities and Phones	_____
	Audit, Legal, Travel, Liab Ins, Bank Fees	_____
	Admin Supplies, Postage, Storage, Mileage	_____
	Staff Liability Insurance	_____
	City Indirect Cost	_____
	Indirect Cost - Subtotal	_____

IV. DIRECT SERVICES COSTS: _____

A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH FOR TSE/PWE RELATED SERVICES: _____

CONTRACTOR'S Authorizing Signature

Date

County Contract Administrator's Authorizing Signature

Date

**SAMPLE MONTHLY INVOICE FORMAT
WTW VOCATIONAL SERVICES- GROW
DETAIL OF "OTHER" CATEGORY
CITY OF INGLEWOOD**

FROM: _____ TO: _____

DESCRIPTION	AMOUNT
Bank Charges	_____
Check processing	_____
Live Scan/Fingerprinting	_____
Advertisement	_____
Other Contract Services	_____
Total Other	=====

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.
LAST NAME, FIRST NAME
SAMPLE - MILEAGE REIMBURSEMENT CLAIM REPORT - GROW
 For the month of: _____ **2016**

DATE	DESTINATION	REASON FOR TRAVEL	ODOMETER READING START	ODOMETER READING END	MILES
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
	FROM:				0
	TO:				
EMPLOYEE:		CHARGE TO ACCT:		TOTAL MILEAGE	0

SUPERVISOR SIGNATURE: _____

DATE: _____

MILEAGE REIMBURSEMENT RATE: _____

AMOUNT: \$ _____ -

INVOICE # _____

INVOICE DATE _____

**DCFS ILP PROGRAM
SAMPLE MONTHLY INVOICE FORMAT**

VENDOR NO. _____

CONTRACT NO. _____

VENDOR SOCIAL SECURITY OR TAXPAYER I.D. NO. _____

MONTH/YEAR	AMOUNT
_____	_____
_____	-

DCFS ILP

CONTRACTOR'S AUTHORIZING SIGNATURE	DATE SIGNED
------------------------------------	-------------

COUNTY CONTRACT ADMINISTRATOR'S APPROVAL	DATE SIGNED
--	-------------

FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY

FUND/ORG. / ACCT. / OPTION / CHANGE / AMOUNT/ PF / COMMENT

Invoice Month: _____

**SAMPLE MONTHLY INVOICE FORMAT
ADMINISTRATIVE AND DIRECT SERVICES COSTS FOR DCFS ILP PROGRAM
CITY OF INGLEWOOD**

Page 1 of 2

	ACTUAL MONTHLY COSTS
I. DIRECT COSTS	
Salaries (attach Personnel Schedule)	\$ -
Fringe Benefits	\$ -
Personnel Subtotal	\$ -
II. OPERATING COSTS	
Supplies	-
Mileage	-
Postage	-
Rent	-
Utilities	-
Telephones	-
Liability Insurance 1.68%	-
Other (must be itemized-attach separate sheet)	-
Operating Costs-Subtotal	-
INDIRECT COSTS (17.5% of Personnel Salaries)	
Admin rent, Utilities and Phones	-
Postage, Audit, Legal, Travel	-
Admin Supplies, Storage, Mileage, Liab. Ins.	-
Staff Liability Insurance	\$ -

*See attached worksheet for Indirect Year-To-Date Reconciliation

Indirect Cost Subtotal	\$	-	\$	-
-------------------------------	----	---	----	---

III. DIRECT SERVICES COSTS	
One Stop Services 75% (\$1,200)	-
One Stop Services 25% (\$400)	-
On-the-Job Training (OJT)	-
Subsidized Employment	-
Workers Comp	-
Stipends	-
Direct Costs-Subtotal	-

< >

TOTAL COSTS PAYABLE TO CITY OF INGLEWOOD

A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH: -

CONTRACTOR'S Authorizing Signature

Date

County Contract Administrator's Authorizing Signature

Date

Depart _____
Welfare-to-Work Vocational Intermediary and Direct Services 2016
City of Inglewood

COUNTY OF LOS ANGELES
DCFS ILP PROGRAM

SAMPLE FORMAT - REQUEST FOR CASH/INVOICE FOR THE MONTH OF

PROGRAM PERIOD: _____

Page 2 of 2

AGENCY	DPSS STAFF USE ONLY		
ADDRESS	Program Staff Review	Date:	
CITY	STATE	ZIP	FISCAL REVIEW: DATE:
CONTRACT NO.	FISCAL APPROVAL:		DATE:
REQUEST PERIOD	REQ. NO.	AMOUNT PAID	ENC. NO.

COST REIMBURSEMENT

COST CATEGORIES

Actual Cost

<u>Tier I (16 to 17 years old)</u>		
1	Paid Work Experience	-
2	Stipends (3@\$25 per participant)	-
3	One Stop Assessment, Job Development and Case Management Services (No job placements)	-
<u>Tier II (18 to 21 years old)</u>		
4	Paid Work Experience (Tier II - 18 to 21 yrs old)	-
5	Stipends (3@\$50 per participant)	-
6	One Stop Assessment, Job Development and Case Management Services (No job placements)	-

GRAND TOTAL COST CATEGORIES

-

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, State, or Federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.

Prepared By: _____ Title: _____

Date: _____ Phone: _____

Authorized Signature: _____ Date: _____

INVOICE # _____

INVOICE DATE _____

**PROBATION ILP PROGRAM
SAMPLE MONTHLY INVOICE FORMAT**

VENDOR NO. _____

CONTRACT NO. _____

VENDOR SOCIAL SECURITY OR TAXPAYER I.D. NO. _____

MONTH/YEAR	AMOUNT
_____	_____
_____	-

PROBATION

CONTRACTOR'S AUTHORIZING SIGNATURE DATE SIGNED

COUNTY CONTRACT ADMINISTRATOR'S APPROVAL DATE SIGNED

FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY

FUND/ORG. / ACCT. / OPTION / CHANGE / AMOUNT/ PF / COMMENT

Invoice Month: _____

**SAMPLE MONTHLY INVOICE FORMAT
ADMINISTRATIVE AND DIRECT SERVICES COSTS FOR PROBATION ILP PROGRAM
CITY OF INGLEWOOD**

Page 1 of 2

	<u>ACTUAL MONTHLY COSTS</u>
I. <u>DIRECT COSTS</u>	
Salaries (attach Personnel Schedule)	\$ -
Fringe Benefits	\$ -
<u>Personnel Subtotal</u>	<u>\$ -</u>
II. <u>OPERATING COSTS</u>	
Supplies	_____
Mileage	_____
Postage	_____
Rent	_____ -
Utilities	_____ -
Telephones	_____ -
Liability Insurance 1.68%	_____ -
Other (must be itemized-attach separate sheet)	_____ -
<u>Operating Costs-Subtotal</u>	<u>_____ -</u>
<u>INDIRECT COSTS</u> (17.5% of Personnel Salaries)	
Admin rent, Utilities and Phones	_____ -
Postage, Audit, Legal, Travel	_____ -
Admin Supplies, Storage, Mileage, Liab. Ins.	_____ -
Staff Liability Insurance	\$ _____ -
*See attached worksheet for Indirect Year-To-Date Reconciliation	
<u>Indirect Cost Subtotal</u>	<u>\$ - \$ -</u>
III. <u>DIRECT SERVICES COSTS</u>	
One Stop Services 75% (\$1,200)	_____ -
One Stop Services 25% (\$400)	_____ -
On-the-Job Training (OJT)	_____ -
Subsidized Employment	_____ -
Workers Comp	_____ -
Stipends	_____ -
<u>Direct Costs-Subtotal</u>	<u>_____ -</u>

< >

TOTAL COSTS PAYABLE TO CITY OF INGLEWOOD

A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH: _____ -

Contractor's Authorizing Signature

Date

County Contract Administrator's Authorizing Signature

Date

**COUNTY OF LOS ANGELES
PROBATION ILP PROGRAM
SAMPLE - REQUEST FOR CASH/INVOICE FOR THE MONTH OF
PROGRAM PERIOD: _____**

Page 2 of 2

AGENCY			DPSS STAFF USE ONLY	
ADDRESS			Program Staff Review	Date:
CITY	STATE	ZIP	FISCAL REVIEW:	DATE:
CONTRACT NO.			FISCAL APPROVAL:	DATE:
REQUEST PERIOD	REQ. NO.	AMOUNT PAID	ENC. NO.	

COST REIMBURSEMENT

COST CATEGORIES

Actual Cost

	<u>Tier I (16 to 17 years old)</u>	
1	Paid Work Experience	-
2	Stipends (3@\$25 per participant)	-
3	One Stop Assessment, Job Development and Case Management Services (No job placements)	-
	<u>Tier II (18 to 21 years old)</u>	
4	Paid Work Experience (Tier II - 18 to 21 yrs old)	-
5	Stipends (3@\$50 per participant)	-
6	One Stop Assessment, Job Development and Case Management Services (No job placements)	-

GRAND TOTAL COST CATEGORIES

-

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, State, or Federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.

Prepared By: _____ Title: _____

Date: _____ Phone: _____

Authorized Signature: _____ Date: _____

INVOICE # _____

INVOICE DATE _____

**CalWORKs Youth-Single Allocation Fund
SAMPLE MONTHLY INVOICE FORMAT**

VENDOR NO. _____

CONTRACT NO. _____

VENDOR SOCIAL SECURITY OR TAXPAYER I.D. NO. _____

<u>MONTH/YEAR</u>	<u>AMOUNT</u>
_____	_____

**CALWORKS Youth-Single Allocation Fund
MONTHLY ADMIN, ONE STOP SERVICES AND OTHER EXPENSES**

CONTRACTOR'S AUTHORIZING SIGNATURE DATE SIGNED

COUNTY CONTRACT ADMINISTRATOR'S APPROVAL DATE SIGNED

FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY

FUND/ORG. / ACCT. / OPTION / CHANGE / AMOUNT/ PF / COMMENT

Invoice Month: _____

MONTHLY INVOICE
ADMINISTRATIVE AND DIRECT SERVICES COSTS FOR CALWORKS YOUTH
SINGLE ALLOCATION FUND
CITY OF INGLEWOOD

Page 1 of 2

	<u>ACTUAL MONTHLY COSTS</u>
I. <u>DIRECT COSTS</u>	
Salaries (attach Personnel Schedule)	\$ -
Fringe Benefits	\$ -
<u>Personnel Subtotal</u>	\$ -
II. <u>OPERATING COSTS</u>	
Supplies	-
Mileage	-
Postage	-
Rent	-
Utilities	-
Telephones	-
Liability Insurance 1.68%	-
Other (must be itemized-attach separate sheet)	-
<u>Operating Costs-Subtotal</u>	-
<u>INDIRECT COSTS</u> (17.5% of Personnel Salaries)	
Admin rent, Utilities and Phones	-
Postage, Audit, Legal, Travel	-
Admin Supplies, Storage, Mileage, Liab. Ins.	-
Staff Liability Insurance	\$ -
<u>Indirect Cost Subtotal</u>	\$ -
III. <u>DIRECT SERVICES COSTS</u>	
One Stop Services 75% (\$1,200)	-
One Stop Services 25% (\$400)	-
On-the-Job Training (OJT)	-
Subsidized Employment	-
Stipends	-
<u>Direct Costs-Subtotal</u>	-

< >

TOTAL COSTS PAYABLE TO CITY OF INGLEWOOD

A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH:

 Contractor's Authorizing Signature

 Date

 County Contract Administrator's Authorizing Signature

 Date

Department of Public Social Services
 Welfare-to-Work Vocational Intermediary and Direct Services 2016
 City of Inglewood

**COUNTY OF LOS ANGELES
CALWORKs Youth-Single Allocation Fund
SAMPLE FORMAT - REQUEST FOR CASH/INVOICE FOR THE MONTH OF
PROGRAM PERIOD:**

Page 2 of 2

AGENCY			CSS STAFF USE ONLY	
ADDRESS			Program Staff Review	Date:
CITY	STATE	ZIP	FISCAL REVIEW:	DATE:
CONTRACT NO.			FISCAL APPROVAL:	DATE:
REQUEST PERIOD	REQ. NO.		AMOUNT PAID	ENC. NO.

COST REIMBURSEMENT

COST CATEGORIES

Actual Cost

Tier I (16 to 17 years old)

1	Paid Work Experience	_____
2	Stipends (3@\$25 per participant)	-
3	One Stop Assessment, Job Development and Case Management Services (No job placement)	_____

Tier II (18 to 21 years old)

4	Paid Work Experience (Tier II - 18 to 21 yrs old)	-
5	Stipends (3@\$50 per participant)	_____
6	One Stop Assessment, Job Development and Case Management Services (includes job placement)	_____

GRAND TOTAL COST CATEGORIES

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, State, or Federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.

Prepared By: _____

Title: _____

Date: _____

Phone: _____

Authorized Signature: _____

Date: _____

Department of Public Social Services
Welfare-to-Work Vocational Intermediary and Direct Services 2016
City of Inglewood

INVOICE # _____

INVOICE DATE _____

**CalWORKs ELIGIBLE CFT/NON-CFT YOUTH
SAMPLE MONTHLY INVOICE FORMAT**

VENDOR NO. _____

CONTRACT NO. _____

VENDOR SOCIAL SECURITY OR TAXPAYER I.D. NO. _____

<u>MONTH/YEAR</u>	<u>AMOUNT</u>
_____	_____

CFT/Non-CFT Youth

CONTRACTOR'S AUTHORIZING SIGNATURE	DATE SIGNED
------------------------------------	-------------

COUNTY CONTRACT ADMINISTRATOR'S APPROVAL	DATE SIGNED
--	-------------

FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY

FUND/ORG. / ACCT. / OPTION / CHANGE / AMOUNT/PF / COMMENT

Invoice Month: _____

SAMPLE MONTHLY INVOICE FORMAT
ADMINISTRATIVE AND DIRECT SERVICES COSTS FOR CFT/NON-CFT YOUTH PROGRAM
CITY OF INGLEWOOD

Page 1 of 2

	ACTUAL MONTHLY COSTS
I. <u>DIRECT COSTS</u>	
Salaries (attach Personnel Schedule)	\$ -
Fringe Benefits	\$ -
Personnel Subtotal	\$ -
II. <u>OPERATING COSTS</u>	
Supplies	-
Mileage	-
Postage	-
Rent	-
Utilities	-
Telephones	-
Liability Insurance 1.68%	-
Other (must be itemized-attach separate sheet)	-
Operating Costs-Subtotal	-
<u>INDIRECT COSTS</u> (17.5% of Personnel Salaries)	
Admin rent, Utilities and Phones	-
Postage, Audit, Legal, Travel	-
Admin Supplies, Storage, Mileage, Liab. Ins.	-
Staff Liability Insurance	\$ -
*See attached worksheet for Indirect Year-To-Date Reconciliation	
Indirect Cost Subtotal	\$ - \$ -
III. <u>DIRECT SERVICES COSTS</u>	
One Stop Services 75% (\$1,200)	-
One Stop Services 25% (\$400)	-
On-the-Job Training (OJT)	-
Subsidized Employment	-
Workers Comp	-
Stipends	-
Direct Costs-Subtotal	-

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TOTAL COSTS PAYABLE TO CITY OF INGLEWOOD

A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH: _____ **-**

 CONTRACTOR'S Authorizing Signature

 Date

 County Contract Administrator's Authorizing Signature

 Date

**COUNTY OF LOS ANGELES
 CalWORKs ELIGIBLE CFT/NON-CFT YOUTH
 SAMPLE FORMAT - REQUEST FOR CASH/INVOICE FOR THE MONTH OF
 PROGRAM PERIOD: _____**

Page 2 of 2

AGENCY			DPSS STAFF USE ONLY		
ADDRESS			Program Staff Review		Date:
CITY	STATE	ZIP	FISCAL REVIEW:		DATE:
CONTRACT NO.			FISCAL APPROVAL:		DATE:
REQUEST PERIOD	REQ. NO.	AMOUNT PAID		ENC. NO.	

COST REIMBURSEMENT

COST CATEGORIES

Actual Cost

<u>Tier I (16 to 17 years old)</u>		
1	Paid Work Experience	-
2	Stipends (3@\$25 per participant)	-
3	One Stop Assessment, Job Development and Case Management Services (No job placements)	-
<u>Tier II (18 to 21 years old)</u>		
4	Paid Work Experience (Tier II - 18 to 21 yrs old)	-
5	Stipends (3@\$50 per participant)	-
6	One Stop Assessment, Job Development and Case Management Services (No job placements)	

GRAND TOTAL COST CATEGORIES

-

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, State, or Federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.

Prepared By: _____ Title: _____

Date: _____ Phone: _____

Authorized Signature: _____ Date: _____

Invoice Month: _____

**SAMPLE MONTHLY INVOICE FORMAT
ADMINISTRATIVE COSTS FOR GROW TAY
CITY OF INGLEWOOD**

Page 1 of 2

	<u>ACTUAL MONTHLY</u>
I. <u>DIRECT COSTS</u>	
Salaries (attach Personnel Schedule)	\$ -
Fringe Benefits	\$ -
<u>Personnel Subtotal</u>	<u>\$ -</u>
II. <u>OPERATING COSTS</u>	
EDP Equipment	_____
Supplies	_____ -
Mileage	_____ -
Postage	_____ -
Equipment (other than EDP)	_____
Printing	_____
Provider Training	_____
Rent	_____ -
Utilities	_____ -
Telephones	_____ -
Liability Insurance 1.68%	_____ -
Other (must be itemized-attach separate sheet)	_____ -
<u>Operating Costs-Subtotal</u>	<u>_____ -</u>
<u>INDIRECT COSTS</u> (17.5% of Personnel Salaries)	
Admin rent, Utilities and Phones	_____ -
Postage, Audit, Legal, Travel	_____ -
Admin Supplies, Storage, Mileage, Liab. Ins.	_____ -
Staff Liability Insurance	\$ _____ -
*See attached worksheet for Indirect Year-To-Date Reconciliation	_____
<u>Indirect Cost Subtotal</u>	<u>\$ - \$ -</u>
III. <u>DIRECT SERVICES COSTS</u>	
One Stop Services 75% (\$1,200)	_____ -
One Stop Services 25% (\$400)	_____ -
Subsidized Employment	_____ -
Adjustment	_____ -
Workers Comp	_____ -
Support Services	_____ -
<u>Direct Costs-Subtotal</u>	<u>_____ -</u>
IV. TSE/WS Employer cash contribution	< >
TOTAL TSE/PWE RELATED COSTS PAYABLE TO CITY OF INGLEWOOD	
A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH FOR TSE/PWE RELATED SERVICES:	_____ -
_____ CONTRACTOR'S Authorizing Signature	_____ Date
_____ County Contract Administrator's Authorizing Signature	_____ Date

**COUNTY OF LOS ANGELES
GENERAL RELIEF OPPORTUNITIES TO WORK (GROW) TRANSITIONAL AGE YOUTH (TAY)
SAMPLE - REQUEST FOR CASH/INVOICE FOR THE MONTH OF _____
PROGRAM PERIOD: _____**

Page 2 of 2

AGENCY			DPSS STAFF USE ONLY		
ADDRESS			Program Staff Review	Date:	
CITY	STATE	ZIP	FISCAL REVIEW:	DATE:	
CONTRACT NO.			FISCAL APPROVAL:	DATE:	
REQUEST PERIOD		REQ. NO.	AMOUNT PAID	ENC. NO.	

COST REIMBURSEMENT

COST CATEGORIES

Actual Cost

I.	*One-Stop Srvc. (Assessment, Job Dev. & Case Mgt. Serv.) 75%	-
	*One-Stop Srvc. (Assessment, Job Dev. & Case Mgt. Serv.) 25%	-
II.	**TIER I (WE)	-
III.	**TIER II Paid Work Experience (PWE)	-
IV.	**On-the-Job Training	-
V.	***Education and Employment Training (Classroom Training)	-

GRAND TOTAL COST CATEGORIES

-

- * Attach detail listing of participants served
- ** Attach employees time sheets
- *** Attach classroom training verification
- **** Attach listing of participants referred

I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, State, or Federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.

Prepared By: _____ Title: _____

Date: _____ Phone: _____

Authorized Signature: _____ Date: _____

SAMPLE - PERSONNEL SCHEDULE (To be submitted with each Invoice)

PROGRAM PERIOD:

ATTACHMENT TO THE INVOICE FOR

(Insert Program Name)

	Employee Name	Position	Status	Hourly Rate	Number of Hours	Salary Amount
1						-
2						-
3						-
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
14						-
15						-
16						-
17						-
18						-
19						-
20						-
21						-
22						-
23						-
24						-
25						-
	Total Salaries					\$ -
	Benefit Befits					\$ -
	Benefit Adjustment					\$ -
	Total Benefits					\$ -
	Total Salaries and Benefits					\$ -

**SAMPLE MONTHLY INVOICE FORMAT
 (To be submitted with each Invoice)
 DETAIL OF "OTHER" CATEGORY
 CITY OF INGLEWOOD**

FROM: _____ TO: _____

DESCRIPTION	AMOUNT
Bank Charges	_____ -
Check processing	_____ -
Stipend Cards (Processing Fees)	_____ -
Live Scans	_____ -
Supportive Services	_____ -
Parking	_____ -
Total Other	_____ -

COUNTY OF LOS ANGELES

SAMPLE - PAYROLL REGISTER SUMMARY
 (To be submitted with each Invoice)

Pay Period Beginning Date	Pay Period Ending Date	Check Date		Total Hours	Rate	Total Wages	FICA 7.65%	Grand Total
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
					\$ -	-	\$ -	\$ -
Difference to Bill				-	\$ -	\$ -	\$ -	\$ -

Workers Comp					Wages	WC Rate	Modification Rate	Total
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Total Actual Workers Comp								\$ -

Grand Total Payroll	\$ -
----------------------------	------

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name:	Title:
Signature:	Date:

Date: _____

COUNTY'S ADMINISTRATION – MONITORING SECTION

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: _____ Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____ Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR (CCA):

Name: _____ Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR (CPM):

Name: _____ Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY'S ADMINISTRATION – INVOICING SECTION

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: _____ Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____ Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR (CCA):

Name: _____ Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

ADMINISTRATIVE ASSISTANT:

Name: _____ Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____ **CONTRACT NO:** _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____ E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

- **2.203.010 Findings.**

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

- **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

- **2.203.030 Applicability.**

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

- **2.203.040 Contractor Jury Service Policy.**

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

- **2.203.050 Other Provisions.**

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

- **2.203.060 Enforcement and Remedies.**

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

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

- **2.203.070. Exceptions.**

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

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

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

- **2.203.090. Severability.**

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

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

CONTRACTOR’S NONDISCRIMINATION IN SERVICES CERTIFICATION

Contractor’s Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CONTRACTOR’S CERTIFICATION

- | | |
|--|---------------------|
| | (circle one) |
| 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. The Contractor 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 Contractor has a system for taking reasonable corrective action within a specified length of time. | Yes No |

Name and Title of Signer

Signature Date



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2014)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

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

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

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

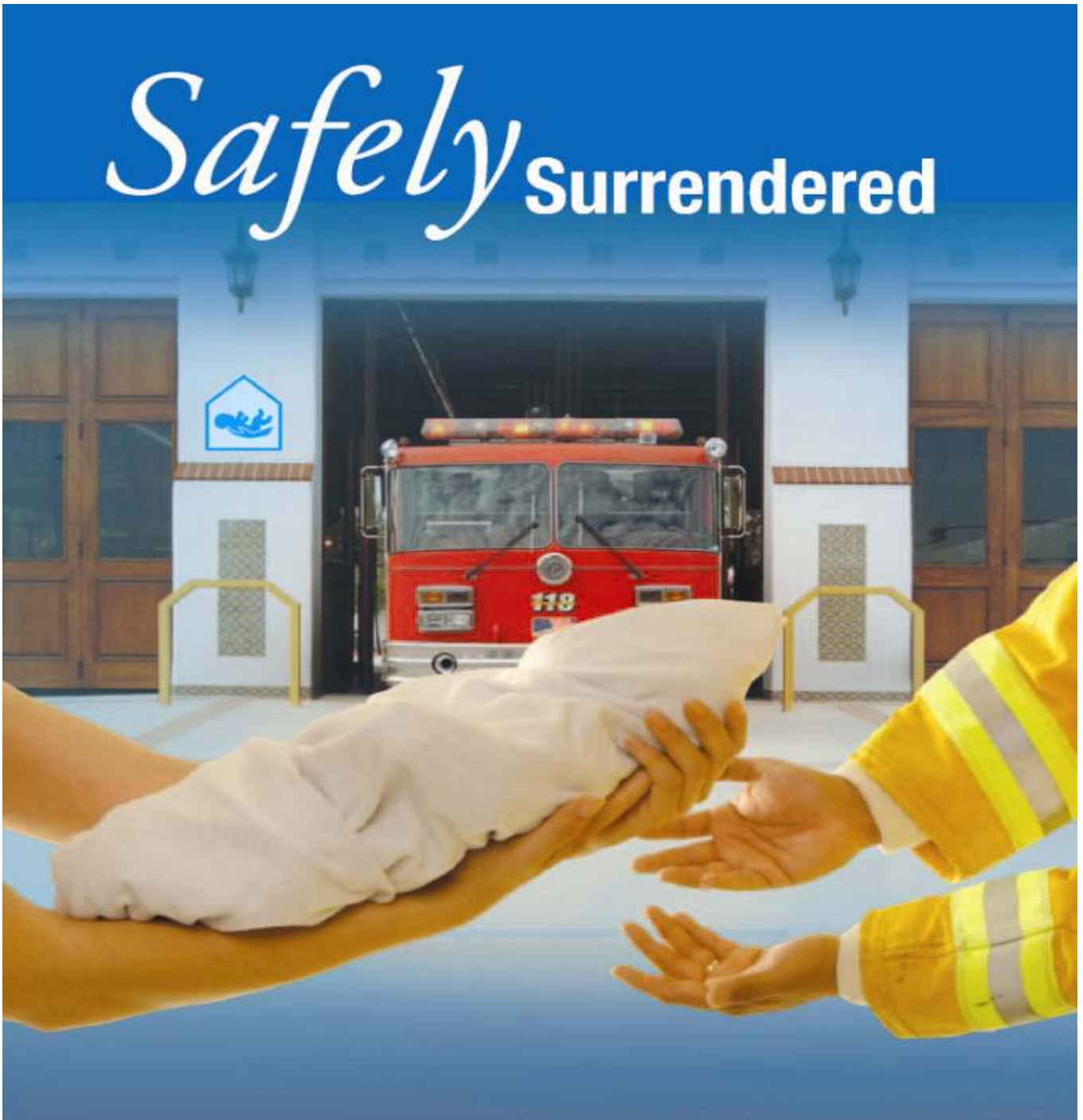
How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2014)
Cat. No. 205901

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

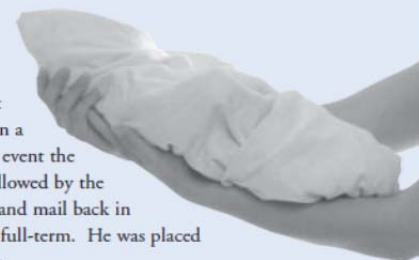
What is the Safely Surrendered Baby Law?

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

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

A baby's story

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



How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

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

Proposer’s Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

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

All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

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

2.202.010 Findings and declaration.

2.202.020 Definitions.

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 - Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded

and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness

and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

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

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or

- aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In

determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION

All staff working under the GROW Support Services Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of Staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff is required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Due to the fact that legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW)

- | | |
|--|------------|
| • Assault and Battery | One year |
| • Malicious Mischief | One year |
| • Prostitution | One year |
| • Petty Theft | Five years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND “ATTEMPT”, “ACCESSORY”, AND “CONSPIRACY” TO COMMIT ANY OF THE CRIMES LISTED BELOW.)

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Conviction Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.

I understand that any omission or misstatement of material fact used to secure a position working on this Contract shall be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.

I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S):

Conviction Date: _____

I am currently on probation/parole. End date: _____

I am no longer on probation/parole. My probation/parole terminated on: _____

Signature

Date

Witnessed by: _____
Signature & Title

Date