



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES
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ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

October 01, 2019

35 October 1, 2019

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

CELIA ZAVALA
 EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO EXTEND THE GREATER AVENUES FOR INDEPENDENCE (GAIN)
 CASE MANAGEMENT SERVICES CONTRACT WITH
 MAXIMUS HUMAN SERVICES, INC.
 (ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks a 24-month extension of the Greater Avenues for Independence (GAIN) Case Management (GCM) Services contract with MAXIMUS Human Services, Inc. effective February 1, 2020 through January 31, 2022. These services assist CalWORKs participants in achieving economic self-sufficiency through employment.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS, or her designee, to execute the enclosed Amendment to the GCM Services contract number 78550 to extend the contract for 24 months from February 1, 2020 through January 31, 2022. The annual contract amount for the 24-month extension is \$9,770,747, with a maximum contract amount of \$19,834,616, which includes performance incentives of \$293,122. The cost of the GCM contract is fully funded by CalWORKs Single Allocation. Funding for the 24-month extension will be included in the Department's annual budget requests.
2. Delegate authority to the Director of DPSS, or her designee, to prepare and execute amendments to the contract to add relevant updated terms and conditions that result in any increase or decrease of no more than ten percent of the original contract amount when the change is necessitated by

additional and necessary services that are required in order to comply with changes in federal, State, or County requirements. The approval of County Counsel as to form will be obtained prior to executing such amendments and the Director of DPSS will notify the CEO in writing within ten (10) business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The contract extension is being requested due to the County's comprehensive review of its employment program outcomes to be consistent with federal and Statewide efforts to improve their programs. As part of this process, the County is reviewing the current Welfare-to-Work Program performance metrics to determine which components of the program are working well and which components need to be redesigned.

In addition, the California Department of Social Services (CDSS) is in the process of establishing the CalWORKs Outcomes and Accountability Review (Cal-OAR) performance measures.

Cal-OAR is a multi-phase initiative that will replace the existing metrics used to determine the effectiveness of the CalWORKs Program. Cal-OAR will allow counties to identify the aspects of the CalWORKs Program that are most effective and adapt accordingly through assessment and improvement plans. This redesign is currently in the development stages, but the three-year cycle began in mid-2019.

The recommended action will ensure the continuous, uninterrupted provision of GCM services to CalWORKs participants in the West San Fernando Valley and East San Fernando Valley. In Fiscal Year 2018-2019, MAXIMUS Human Services, Inc. served a monthly average of 9,925 individuals. The current GCM Services contract was approved by the Board on November 15, 2016, for a contract period of March 1, 2017 through January 31, 2020. This 24-month contract extension will be February 1, 2020 through January 31, 2022.

MAXIMUS Human Services, Inc. provides culturally and linguistically sensitive services that assist participants with finding employment. The GCM services include case management and referrals to activities such as Job Search, Education and Training, Subsidized Employment, Mental Health (MH), Substance Use Disorder (SUD), and Domestic Violence (DV) counseling as needed. The program pays for transportation, childcare, and work-related expenses to enable participants to attend assigned activities to facilitate positive outcomes.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal I – Make Investments that Transform Lives: We will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one (1) person at a time.

FISCAL IMPACT/FINANCING

The maximum cost for the 24-month extension is \$19,834,616. The maximum amount includes \$19,541,494 for case management services and \$293,122 for the maximum performance incentives. In 2016, the GCM Services contract was determined to be cost effective pursuant to Proposition A requirements. The contract extension continues to be cost effective. Funding for the extension

period will be included in the Department's budget requests. The contract is fully funded through CalWORKs Single Allocation. There is no Net County Cost impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

MAXIMUS Human Services, Inc. subcontracts with JVS SoCal, a non-profit corporation, to provide GCM services in the northern and northwestern areas of Los Angeles County (San Fernando Valley and Antelope Valley). The GCM Services contract is a Proposition A contract that continues to be cost-effective and is subject to the Living Wage Program (Los Angeles County Code, Chapter 2.201). The contract does not include a cost of living adjustment provision.

MAXIMUS is in compliance with all Board, CEO, and County Counsel requirements.

County Counsel reviewed this Board Letter and approved the amendment as to form.

CONTRACTING PROCESS

In 2016, GAIN Case Management Services were solicited through a competitive process under Los Angeles County Code, Chapter 2.121 et seq. (Proposition A). On April 18, 2019, DPSS submitted a request to CDSS for approval to extend the GAIN Case Management contract. CDSS approved the Department's request on May 2, 2019, for a period of 24 months from February 1, 2020 through January 31, 2022.

CONTRACTOR PERFORMANCE

Under the contract, MAXIMUS is required to achieve specified case management objectives, performance outcomes, and key measures. In addition, MAXIMUS' performance is evaluated for service delivery, fiscal accountability, and customer satisfaction. MAXIMUS was overall in compliance with contract requirements. MAXIMUS partners with the County to improve performance. No deductions or incentives have been applied to MAXIMUS.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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. In the event of default by Contractor, County will provide GCM services in the contracted regions.

CONCLUSION

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

The Honorable Board of Supervisors

10/1/2019

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Antonia Jimenez". The signature is written in a cursive, flowing style.

ANTONIA JIMENEZ

Director

AJ:hn

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel

**AMENDMENT NUMBER TWO
TO THE CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
MAXIMUS HUMAN SERVICES, INC.
FOR
GREATER AVENUES FOR INDEPENDENCE (GAIN)
CASE MANAGEMENT SERVICES**

Reference is made to the Agreement entitled “*Contract by and between County of Los Angeles (County) and MAXIMUS Human Services, Inc. (Contractor) for Greater Avenues for Independence (GAIN) Case Management Services*” dated November 15, 2016, Change Notice Number One, dated April 11, 2018, and Amendment Number One, effective November 1, 2019, and further identified as County Contract Number 78550 (hereinafter referred to as “Contract”).

WHEREAS, County finds it necessary to provide continuous GAIN Case Management services to CalWORKs participants through January 31, 2022; and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated authority to the Director of the Department of Public Social Services or designee to execute this Amendment; and

WHEREAS, it is to the mutual benefit of County and Contractor to extend the term of the Contract and to modify Maximum Contract Amount for the 24-month extension; and

WHEREAS, it is to the mutual benefit of County and Contractor to modify certain provisions; and

WHEREAS, the California Department of Social Services is in the process of establishing the CalWORKs Outcomes and Accountability Review (Cal-OAR) performance measures that each County Welfare Department must implement and track. The Cal-OAR implementation process will be completed during a three-year period which began in mid-2019 and scheduled to conclude in June 2022; and

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

WHEREAS, changes to the contract are in **bold** throughout this amendment.

NOW THEREFORE, County and Contractor hereby agree to amend this Contract as follows:

- I. This Amendment Number Two shall be effective as of February 1, 2020 or upon execution by the Director of the Department of Public Social Services, whichever is later.

II. Section 2.0, DEFINITIONS, is revised to add Subsection 2.131, as follows:

2.131 Contracted Supervisor (CS)

The individual designated by the Contractor to oversee the daily operations of Contracted Case Managers.

III. Section 4.0, TERM OF CONTRACT, Subsection 4.1, is revised to add Paragraph 4.1.1, as follows:

4.1 The Contract term shall be from March 1, 2017 or one day following Board approval, whichever is later, and shall expire on January 31, 2020.

4.1.1 The Contract term shall be extended for a period of 24 months beginning February 1, 2020 through January 31, 2022.

IV. Section 5.0, CONTRACT SUM, Subsection 5.1, Maximum Contract Amount, is deleted in its entirety and replaced as follows:

5.1 Maximum Contract Amount

The maximum contract compensation amount is based on the Contractor's total bid price which may become the total Contract amount payable by County to Contractor for the thirty-five (35) month Contract term. The 35 months are for direct case management services and include any additional incentive earned. The maximum basic compensation amount of this Contract is \$38,263,831 for the 35-month term of the Contract. The maximum amount for performance incentives under this Contract is \$573,957. The total maximum amount of this Contract is \$38,837,788.

The maximum basic compensation amount for the 24-month extension from February 1, 2020 through January 31, 2022, is \$19,541,494. The maximum amount for performance incentives for the extension is \$293,122. The total maximum amount for the contract extension is \$19,834,616.

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

defend, and hold County harmless from any and all sales/use tax claims arising hereunder.

5.1.2 Contract expenditures that exceed the Maximum Contract Amount or the annual maximum shall not be reimbursed by the County and shall become the fiscal responsibility of Contractor.

V. **Section 5.0, CONTRACT SUM, Subsection 5.2, Basis of Contractor Payment, Paragraph 5.2.1, Basic Compensation**, is deleted in its entirety and replaced as follows:

5.2.1 Basic Compensation

The Contractor shall be compensated at a flat monthly fee for operating all aspects of the requirements of this Agreement (i.e. case management, job placement, post-employment services, etc.) for the GAIN Regions being contracted. Payment to the Contractor will be made in arrears on a monthly basis at the rate of \$1,093,252.31 per month **for the 35-month term from March 1, 2017 through January 31, 2020; and \$814,228.92 per month for the 24-month extension term from February 1, 2020 through January 31, 2022.**

VI. **Section 5.0, CONTRACT SUM, Subsection 5.6, Performance Incentives and Deductions**, is revised as follows (there are no changes in Paragraphs 5.6.1, 5.6.2, and 5.6.3):

5.6 Performance Incentives and Deductions

The County's goal is to assist WtW participants in overcoming barriers to employment and achieving self-sufficiency. The Contractor is encouraged to strive toward, and once achieved, maintain this goal through fiscal incentive payments. The fiscal incentives and deductions are as follows:

The Contractor's performance will be monitored every quarter in the following three Performance Outcomes, as specified in Exhibit B, Statement of Work Technical Exhibits, **Technical Exhibit B-1.1**:

1. **Work Participation Rate (WPR) – Every quarter, achieve a WPR of 50 percent for TANF work-eligible participants.**
2. **Sanction Reduction Improvement Rate – Every quarter, achieve a Sanction Rate that is 4% lower than the prior quarter's rate until a sanction rate of 16.5% is achieved and maintained.**

3. **Employment Placement Rate – With a baseline of 7% for the first quarter beginning February 1, 2020, increase employment placement rate by 0.5% every quarter. Beginning with the February 2021 – April 2021 quarter, achieve and maintain an employment placement rate of 9%.**

These Performance Outcomes are to be consistent with Program, County and/or State/Federal priorities. Should there be a change in Federal, State and/or County policies/regulations, the County may amend these Performance Outcomes via a contract amendment, as detailed hereunder. Exhibit A, Statement of Work, Subsection 8.2 provides additional information regarding these Performance Outcomes. These Performance Outcomes are subject to change based on the GAIN Program and the County goals. When such changes occur, the County will meet with the Contractor to discuss the changes and determine how such changes impact Contractor's ability to meet the performance standards. Such discussions will be considered in assessing whether deductions may be waived, as specified hereunder.

No deductions shall be assessed if Contractor's performance in meeting the Performance Outcomes listed above is at least 10 percent higher than the corresponding rate for the County's non-contracted operations.

- VII. **Section 5.0, CONTRACT SUM, Subsection 5.9, Adjustments to Monthly Fixed Fee**, is deleted in its entirety and replaced as follows:

5.9 Adjustments to Monthly Fixed Fee

At County's sole discretion, the Contractor's flat monthly fee may be adjusted via an amendment, in accordance with this Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments, during the Contract term due to a change in the caseload size **as referenced in the WTW/REP Activity Report**, or a change in Federal, State, and/or County program requirements. When the County opts to make adjustment due to **caseload or program changes**, the County may meet with the Contractor to discuss how this may impact the Contractor's ability to meet the Contract's performance standards. If the monthly projected caseload sizes as set out in Technical Exhibit B-3.1 increases or decreases by 10 percent for nine consecutive months, the County shall meet with the Contractor to mutually agree on an increase or decrease to the flat monthly fee. Contractor and/or County shall provide evidence of the (i) caseload increase or decrease and the impact to the Contractor's ability to meet the Contractor's

performance standards and (ii) costs necessary for the Contractor to adequately perform case management, job placement and post-employment services.

VIII. Section 5.0, CONTRACT SUM, is revised to add the following provision:

5.11 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.11.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.11.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.11.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.11.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

IX. Section 8.0, Standard Terms and Conditions, Subsection 8.2, Assignment and Delegation, is deleted in its entirety and replaced as follows:

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from

legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

X. Section 8.0, Standard Terms and Conditions, Subsection 8.11, Consideration of Hiring GAIN/GROW Participants, is deleted in its entirety and replaced as follows:

8.11 Consideration of Hiring GAIN/GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to:

GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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.

XI. Section 8.0, Standard Terms and Conditions, Subsection 8.13, Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law, is deleted in its entirety and replaced as follows:

8.13 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in **Exhibit I**, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. **Information and posters for printing are available at www.babysafela.org.**

XII. Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan, is deleted in its entirety and replaced as follows:

8.15 County's Quality Assurance Plan

The County or its agent(s) will **monitor** the Contractor's performance under this Contract on not less than an annual basis. Such **monitoring** will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may

place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

XIII. Section 8.0, Standard Terms and Conditions, Subsection 8.24, General Provisions for All Insurance Coverage, is deleted in its entirety and replaced as follows:

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 Subsections 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 satisfactory to County and a copy of an Additional Insured endorsement confirming County and its agents (defined below) has been given **Additional** 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. **Only in the event of a claim occurring related to this contract**, the County reserves the right to obtain a complete **copy(ies) of the affected required insurance policy(ies) from Contractor and/or Subcontractor**.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured

party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its **NAIC** (National Association of Insurance Commissioners) identification number, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), 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 **required** endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s), and/or insurer(s) should not 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, Section V
12900 Crossroads Parkway South
East Annex, 2nd Floor
City of Industry, CA 91746
Attention: 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 **bodily injury and/or property damage** liability arising out of Contractor's ongoing and completed operations performed for the County. County and its agents' additional insured status shall apply with respect to **bodily injury and/or property damage** liability **caused by the Contractor** and defense of suits arising out of the Contractor's **negligent** acts or omissions. The full policy limits **maintained by the Contractor**, even if **the limits** exceed the County's minimum Required Insurance **limits specified** herein, **shall apply to covered losses**. Use of a blanket additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation or **Non-Renewal of Insurance**

Contractor's insurers shall, according to each insurance policy's provisions, provide at least 30 days prior written notice of cancellation or non-renewal and 10 days for non-payment of premium to County as the Certificate Holder on file with insurers.

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 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 **reasonably** acceptable to the County **and** with **an** A.M. Best rating 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 **County**. 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 provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for **requiring** each Subcontractor **to comply** 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 **provide audited financial statements as evidence of Contractor's ability to pay its deductible and/or SIR.**

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 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

The commercial general liability policy 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.

XIV. Section 8.0, Standard Terms and Conditions, Subsection 8.25, Insurance Coverage, is deleted in its entirety and replaced as follows:

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:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 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 one million dollars (\$1,000,000) for bodily injury and property damage, in combined **single** or equivalent split limits, for each accident. Insurance shall cover **bodily injury and/or property damage** 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 one million dollars (\$1,000,000) 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 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 **workers'** compensation law or any Federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than **\$1,000,000** per claim and \$2,000,000 aggregate **including any sexual involvement, sexual conduct or sexual contact, regardless of consent; or sexual exploitation, including, but not limited to, the development of, or the attempt to develop, a sexual relationship, regardless of whether there is apparent consent from the person who was sexually exploited and occurring because of the Contractor's performance of professional services under this contract.**

8.25.4.2 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its agents shall be named

as Loss Payee on Contractor's **property** insurance as its interests may appear.

8.25.4.3 Technology Errors & Omissions Insurance

Insurance for liabilities arising from **wrongful acts**, errors or omissions, or negligent acts **committed by the Contractor or its employees** in rendering or failing to render computer or information technology services and technology products. **Coverage for media content liability should be included.** Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output with limits of not less than \$10 million.

8.25.4.4 Network **Interruption**, Security and Privacy (Cyber) Liability

Insurance coverage providing protection against liability for (1) **data breaches of confidential information** [arising from the loss or disclosure of confidential information **whether electronically nor non-electronically**]; (2) **failure to secure a computer system**; (3) denial or loss of service **attacks**; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

XV. Section 8.0, Standard Terms and Conditions, Subsection 8.33, Notice to Employees Regarding the Safely Surrendered Baby Law, is deleted in its entirety and replaced as follows:

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in **Exhibit I**, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

XVI. Section 8.0, Standard Terms and Conditions, is revised to add the following provisions:

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination,

harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

XVII. Exhibit A, Statement of Work, Section 8.0, PERFORMANCE REQUIREMENTS SUMMARY (PRS), Subsection 8.2, Performance Outcome Areas and Key Measures, Paragraphs 8.2.1 and 8.2.2 are deleted in their entireties and replaced as follows:

8.2 Performance Outcome Areas and Key Measures

8.2.1 The Performance Outcomes Summary Chart, Technical Exhibit B-1.1, includes the three specific Performance Outcome Areas that are consistent with County DPSS goals for the overall GAIN program. These Outcome Areas, as applied to GAIN Services, are as follows:

- Work Participation Rate (WPR) – Every quarter, achieve a WPR of 50% for TANF work-eligible participants.
- Sanction Reduction Improvement Rate – Every quarter, achieve a Sanction Rate that is 4% lower than the prior quarter's rate until a sanction rate of 16.5% is achieved and maintained.
- Employment Placement Rate – With a baseline of 7% for the first quarter beginning February 1, 2020, increase employment placement rate by 0.5% every quarter. Beginning with the February 2021 – April 2021 quarter, achieve and maintain an employment placement rate of 9%.

These Outcome Areas will be subject to review and verification, as deemed necessary by County, and are subject to change according to need and at County discretion. The County will have zero tolerance for any data manipulation committed by the Contractor.

Determinations are based on the following:

1. Work Participation Rate (WPR) – shall be determined by using Los Angeles County Specific Work Participation Rate for the combined WPR result from the expanded sample. E2Lite and TANF RADEP are calculated using TANF work-eligible individuals. The expanded sample is calculated using "GAIN

Active” participants which are within the contractual caseload but will not capture a true Federal WPR calculation.

The expanded sample will be used as an internal audit to capture the Los Angeles County Specific Work Participation Rate in combination with E2Lite and TANF RADEP. The expanded sample will have a similar function as the E2Lite, in that alone, it is not recognizable by the Federal and State calculations; however, it will result in data that is statistically valid and can be broken down by region. The expanded sample will be selected as described in Technical Exhibit B-9.

2. Sanction Reduction Improvement Rate – shall be determined by using data from CalWORKs/RCA Adults by WTW Category (Global)
3. Employment Placement Rate – shall be determined by using the data from WTW/REP Activity Report.

8.2.2 The Key Measures Summary Chart, Technical Exhibit B-1A.1, includes the Key Measures stated in this Statement of Work, as applied to GAIN Services, as follows:

1. Increased Appraisal Show Rate – Every month, achieve an appraisal show rate of 55% or higher.
2. Percentage of Individuals between Activities more than 30 days – Every month, reduce the percentage of registrants between activities for more than 30 days to 5 percent (5%) or lower.
3. Increased Timeliness of Supportive Services Authorization – Ensure ancillary/work-related and diaper payment requests are approved or denied and approved requests are submitted to CIA within two (2) workdays of request.

Ensure transportation services are processed as follows:

- Ensure public transportation payment requests are approved or denied and approved requests are **authorized** within two (2) workdays of request; payment requests for ongoing activities are **authorized** prior to the first day of the benefit month.
- Mileage/Retroactive Public Transportation payment requests are approved or denied and approved requests are submitted to

CIA within two (2) workdays of request; payment requests for ongoing activities are **authorized** prior to the first day of the benefit month.

4. Education/Training Rate – Every quarter, achieve an Education/Training rate of 25% or higher.

Subject to program changes, the County may require changes to these measures, as they relate to program priorities and regulations.

These Key Measures are tools to gauge the Contractor's progress in meeting or exceeding set standards specified in this Section 8.0, Performance Requirements Summary (PRS), and are subject to change according to need and at County discretion.

Determinations are based on the following:

1. Increased Appraisal Show Rate – shall be determined by using data in WTW/REP Activity Report.
2. Percentage of Individuals Between Activities more than 30 days – shall be determined by using the data in WTW/REP 30-Day Delinquent Report and the data in the WTW/REP Activity Report.
3. Increased Timeliness of Supportive Services Authorization – shall be determined by Manual Case/LRS Reviews.
4. Education/Training Rate – shall be determined by using data in WTW/REP Activity Report.

Monitoring sources are subject to change according to need and at County's discretion.

XVIII. Exhibit B, Statement of Work Technical Exhibits, Technical Exhibit B-1, Performance Outcomes Summary Chart, is deleted in its entirety and replaced with **Technical Exhibit B-1.1, Performance Outcomes Summary Chart**, attached hereunder.

XIX. Exhibit B, Statement of Work Technical Exhibits, Technical Exhibit B-1A, Key Measures Summary Chart, is deleted in its entirety and replaced with **Technical Exhibit B-1A.1, Key Measures Summary Chart**, attached hereunder.

- XX. Exhibit B, Statement of Work Technical Exhibits, Technical Exhibit B-1B, Performance Requirements Summary (PRS) Chart**, is deleted in its entirety and replaced with **Technical Exhibit B-1B.1, Performance Requirements Summary (PRS) Chart**, attached hereunder.
- XXI. Exhibit B, Statement of Work Technical Exhibits, Technical Exhibit B-3, GAIN Case Management Services Caseload Projections and Caseload Projections by Language for the period of March 1, 2017 through February 29, 2020**, is revised to add **Technical Exhibit B-3.1, GAIN Case Management Services Caseload Projections and Caseload Projections by Language for the period of February 1, 2020 through January 31, 2022**, attached hereunder.
- XXII. Exhibit C, Contractor’s Budget**, is revised to add **Exhibit C.1, GAIN Case Management Services Budget Sheet for Combined GAIN Regions II and VII for the period of February 1, 2020 through January 31, 2022**, attached hereunder.
- XXIII. Exhibit E-1A, County’s Administration** is deleted in its entirety and replaced with **Exhibit E-1A.1, County’s Administration**, attached hereunder.
- XXIV. Exhibit F, Contractor’s Administration**, is deleted in its entirety and replaced with **Exhibit F.1, Contractor’s Administration**, attached hereunder.
- XXV. Exhibit N, Attestation of Willingness to Consider GAIN/GROW Participants**, is deleted in its entirety and replaced with **Exhibit N.1, Attestation of Willingness to Consider GAIN/GROW Participants**, attached hereunder.
- XXVI. Exhibit Y, Zero Tolerance Human Trafficking Policy Certification**, attached hereunder.
- XXVII. Exhibit Z, Compliance With Fair Chance Employment Hiring Practices Certification**, attached hereunder.
- XXVIII.** All other terms and conditions in the Contract remain in full force and effect. Except for the changes set forth hereinabove, this Contract shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf on the ____ day of _____, 2019 by the Director of the Department of Public Social Services and the Contractor has subscribed the same through its authorized officer. The person(s) signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor and that he or she holds the stated position noted below.

COUNTY OF LOS ANGELES

By _____
Antonia Jiménez, Director
Department of Public Social Services

_____ Date

MAXIMUS HUMAN SERVICES, INC.

By _____
Signature

_____ Date

_____ Print Name and Title

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By _____
Melinda White-Svec
Deputy County Counsel

_____ Date

**PERFORMANCE OUTCOMES SUMMARY CHART
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS See Statement of Work, Subsection 8.2, Performance Outcome Areas and Key Measures	FISCAL ADJUSTMENT See Contract, Subsection 5.6, Performance Incentives and Deductions	MONITORING SOURCE*
Performance Outcome AREA 1 Work Participation Rate (WPR)	Every quarter, achieve a WPR of 50% for TANF work-eligible participants.	Increase of 0.25 percent or reduction of 0.50 to 1.5 percent of the Flat Monthly Rate above or below Standard.	E2Lite & TANF RADEP and Expanded Sample
Performance Outcome AREA 2 Sanction Reduction Improvement Rate	Every quarter, achieve a Sanction Rate that is 4% lower than the prior quarter's rate until a sanction rate of 16.5% is achieved and maintained.	Increase of 0.25 percent or reduction of 0.50 to 1.5 percent of the Flat Monthly Rate above or below Standard.	CalWORKs/RCA Adults by WTW Category (Global)
Performance Outcome AREA 3 Employment Placement Rate	With a baseline of 7% for the first quarter beginning February 1, 2020, increase employment placement rate by .5% every quarter. Beginning with the February 2021 – April 2021 quarter, achieve and maintain an employment placement rate of 9%.	Increase of 0.25 percent or reduction of 0.50 to 1.5 percent of the Flat Monthly Rate above or below Standard.	WTW/REP Activity Report

* Monitoring sources are subject to change according to need and at County discretion.

**KEY MEASURES SUMMARY CHART
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS See Statement of Work, Subsection 8.2, Performance Outcome Areas and Key Measures	FISCAL ADJUSTMENT	DEGREE OF DEVIATION ALLOWED	MONITORING SOURCE*
KEY MEASURE #1 Increased Appraisal Show Rate	Every month, achieve an appraisal show rate of 55% or higher.	None	3%	WTW/REP Activity Report
KEY MEASURE #2 Percentage of Individuals between Activities more than 30 days	Every month, reduce the percentage of registrants between activities for more than 30 days to 5% or lower.	None	None	WTW/REP 30-Day Delinquent Report WTW/REP Activity Report
KEY MEASURE #3 Increased Timeliness of Supportive Services Authorization	<p>Ensure ancillary/work-related and diaper payment requests are approved or denied and approved requests are submitted to CIA within two workdays of request.</p> <p>Ensure Transportation services are processed as follows:</p> <ul style="list-style-type: none"> • Ensure Public Transportation payment requests are approved or denied and approved requests are authorized within two workdays of request; payment requests for ongoing activities are authorized prior to the first day of the benefit month. • Mileage/Retroactive Public Transportation payment requests are approved or denied and approved requests are submitted to CIA within two workdays of request; payment requests for ongoing activities are authorized prior to the first day of the benefit month. 	None	5%	Manual Case/LRS Reviews

**KEY MEASURES SUMMARY CHART
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS See Statement of Work, Subsection 8.2, Performance Outcome Areas and Key Measures	FISCAL ADJUSTMENT	DEGREE OF DEVIATION ALLOWED	MONITORING SOURCE*
KEY MEASURE #4 Education/ Training Rate	Every quarter achieve an Education/Training rate of 25% or higher.	None	3%	WTW/REP Activity Report

* Monitoring sources are subject to change according to need and at County discretion.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Provide at Contract effective date a Quality Control (QC) Plan and remain in compliance with this County-approved QC plan throughout the Contract term.</p> <p>SOW, Subsection 1.2, Quality Control Plan</p>	<p>a. Requires Contractor to provide a QC plan on Contract start date.</p> <p>b. Requires Contractor to comply with County approved plan.</p>	<p align="center">None</p>	<p align="center">Review Compliance with the QC Plan</p>	<p>a. Late or incomplete QC Plan \$500</p> <p>b. \$50 a day</p>
<p>At a minimum, provide services during County's normal business hours, Monday through Friday, between the hours of 8:00 am and 5:00 pm.</p> <p>SOW, Subsection 1.4, Hours of Operation/Holidays</p>	<p>Requires direct services be performed during the required hours of operation.</p> <p>Note: Contractor may have County-approved added optional business hours.</p>	<p align="center">None</p>	<p align="center">On-Site Observation Substantiated User Complaint</p>	<p align="center">\$100 per occurrence</p>
<p>Ensure GAIN participants are offered child care services and referred to the appropriate Resource and Referral/Alternate Payment Program (R&R/APP) Agency timely.</p> <p>Assist the participants to resolve any subsequent child care problems and work with participants and the R&R/APP agency to trouble shoot, when necessary.</p> <p>SOW, Paragraph 4.1.2, Supportive Services for Child Care Services</p>	<p>Requires same day child care referrals to the appropriate R&R/APP agency to ensure participants can participate in WtW activities.</p>	<p align="center">3%</p>	<p align="center">Conducting Case Reviews</p>	<p align="center">\$50 per occurrence</p>

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Provide all management and administrative services necessary to provide planning, coordinating, implementing, and monitoring of Contract.</p> <p>SOW, Subsection 1.5, Contractor Management Services</p>	<p>Requires administrative and management services for providing program services, staffing, office management services, monitoring, cooperation with ASH, and prevention of Welfare Fraud.</p>	<p>None</p>	<p>On-Site Observation</p> <p>Substantiated User Complaint</p>	<p>\$50 per occurrence</p>
<p>Ensure that all confidential documents/papers are placed in a locked or secured container and shredded when disposing of such, as specified in Contract. No confidential documents/papers are to be recycled.</p> <p>Contract, Subsection 9.13, Shredding of Documents</p>	<p>Requires that all confidential documents/papers are placed in a locked or secured container and shredded when disposing of such. Confidential documents/papers shall not be recycled.</p>	<p>None</p>	<p>On-Site Observation</p> <p>Substantiated User Complaint</p>	<p>\$500 per occurrence</p>
<p>Ensure GAIN participants are evaluated for Learning Disabilities appropriately and timely as specifically outlined in the Statement of Work.</p> <p>SOW, Subsection 4.3, Learning Disabilities</p>	<p>Evaluate and assign GAIN participants to appropriate activities to help resolve Learning Disability barriers. Complete required screening tool and the Learning Disability screen in LRS for each participant.</p>	<p>3%</p>	<p>Case Reviews</p> <p>Substantiated User Complaint</p>	<p>\$100 per occurrence</p>
<p>Ensure GAIN participants are offered supportive services appropriately and in a timely manner as specifically outlined in the Statement of Work</p> <p>SOW, Subsection 4.1, Coordinate Supportive Services</p>	<p>Requires GAIN participants be offered supportive services appropriately and timely.</p>	<p>3%</p>	<p>Case Reviews</p>	<p>\$50 per occurrence</p>

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Ensure GAIN participants are offered Post-Employment Services appropriately and in a timely manner as specifically outlined in the Statement of Work.</p> <p>SOW, Subsection 3.11, Post-Employment Service</p>	<p>Requires that Post-Employment Services are offered to employed GAIN participants who meet eligibility criteria, appropriately and timely.</p>	<p align="center">3%</p>	<p align="center">Case Reviews</p>	<p align="center">\$50 per occurrence</p>
<p>Ensure GAIN participants are offered Post-Time Limit services appropriately and in a timely manner as specifically outlined in the Statement of Work.</p> <p>SOW, Subsection 3.12, Post-Time Limit Services</p>	<p>Requires GAIN participants be offered Post-Time Limit services appropriately and timely.</p>	<p align="center">3%</p>	<p align="center">Case Reviews</p>	<p align="center">\$50 per occurrence</p>
<p>Comply with the terms of the Customer Service Program directed by DPSS and as specifically outlined in the Statement of Work.</p> <p>SOW, Subsection 2.8, Customer Service</p>	<p>Requires Customer Service goals are met:</p> <ul style="list-style-type: none"> a. 95% of participants are seen within 20 minutes of their appointment time. b. Response to community advocate inquiries is required within 2 hours. c. Achieves a 98% satisfaction rate of those surveyed. 	<p align="center">2%</p>	<p align="center">On-Site Review</p> <p align="center">Substantiated User Complaint</p> <p align="center">Telephone surveys site</p>	<ul style="list-style-type: none"> a. \$100 per occurrence b. \$100 per occurrence c. \$200 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Ensure there is sufficient competently bilingual staff to administer GAIN case management services to participants whose primary language is not English, but is one of the County threshold languages.</p> <p>SOW, Paragraph 1.5.2, Contractor's Staffing Responsibilities, Subparagraph 1.5.2.3</p>	<p>Requires providing sufficient competently bilingual staff to administer GAIN case management services to participants whose primary language is not English, but is one of the County threshold languages.</p>	<p align="center">None</p>	<p align="center">Review of MMR Substantiated User Complaint</p>	<p align="center">\$100 per occurrence</p>
<p>Utilize County-provided Language Line account to assist in serving participants whose primary language is not English and not one of the County threshold languages.</p> <p>SOW, Subparagraph 2.1.3.5, Language Line Accounts</p>	<p>Requires Contractor compliance with Language Line usage. County has a zero tolerance of any misuse.</p>	<p align="center">None</p>	<p align="center">Review of MMR Substantiated User Complaint</p>	<p align="center">\$100 per occurrence</p>
<p>Maintain and update a computerized inventory list of County-owned LRS equipment, other computers, furniture, equipment, supplies, etc., at each GAIN site.</p> <p>SOW, Paragraph 2.2.3, Computer Inventory Maintenance</p>	<p>Requires the computerized inventory list be maintained and updated quarterly in accordance with County standards.</p>	<p align="center">None</p>	<p align="center">Review of Inventory List</p>	<p align="center">\$50 per occurrence</p>

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Ensure that the computer and scanning equipment is secure and the confidentiality of computer data is maintained.</p> <p>SOW, Paragraph 2.2.4, Security for Computer Equipment</p>	<p>Requires ongoing security/upkeep of LRS equipment and the confidentiality of computer data is maintained in accordance with County standards.</p>	<p>None</p>	<p>On-Site Observation Substantiated User Complaint Inventory Reconciliation</p>	<p>\$500 per occurrence</p>
<p>Initiate and maintain a participant case folder for each GAIN participant as required by County; create and maintain a participant case file in LRS for each GAIN Participant as required by County.</p> <p>Timely and regularly update both the GAIN participant case folder as well as LRS.</p> <p>SOW, Subsection 2.3, Record Keeping</p>	<p>Requires accurate and timely documentation of the GAIN participant's activities in the participant's case folder and/or LRS.</p> <p>AND</p> <p>Requires input to LRS within one business day or applicable specified timeframes consistent with policy.</p>	<p>5%</p>	<p>Case Reviews LRS</p>	<p>\$50 per case \$50 per case</p>
<p>Ensure that Confidentiality Agreements are on file for all active Contractor employees.</p> <p>Maintain the confidentiality of GAIN participants' records by maintaining folders in locked drawers and cabinets at GAIN sites and at Contractor's headquarters.</p> <p>SOW, Subsection 2.4, Confidentiality of Records</p>	<p>a. Requires all Contractor employees have Confidentiality Agreements on file prior to the employee's start date.</p> <p>b. Requires all GAIN participants' records be secured in Contractor's sites.</p> <p>c. Requires all participant records be accessible to County upon request during any business day.</p>	<p>None</p>	<p>Random Sampling On-Site Review</p>	<p>a. \$500 per occurrence b. \$500 per occurrence c. \$500 per occurrence</p>

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Assign an administrative person to receive and control the distribution of negotiables, ancillary/work-related expenses, monthly/weekly bus passes and bus tokens to the GAIN sites.</p> <p>Administrative staff shall also maintain accurate detailed control logs for audit purposes.</p> <p>SOW, Paragraph 1.5.3, Office Management Services</p>	<p>a. Requires controls for distribution of negotiables, ancillary/work-related expenses, monthly bus passes and bus tokens.</p> <p>b. Requires an on-site immobile security-lock safe located in a secured area.</p> <p>c. Requires accurate detailed control logs to be maintained.</p>	<p align="center">None</p>	<p align="center">On-Site Inspection</p>	<p>a. \$100 per occurrence</p> <p>b. \$50 per day</p> <p>c. \$50 per occurrence</p>
<p>Comply with the terms of the Civil Rights Complaints Procedure and DPSS Complaints Procedure as specifically outlined in the Statement of Work.</p> <p>SOW, Subsections 2.6, Complaints and 2.7, Civil Rights Complaints Procedure</p>	<p>Ensures the terms of the Civil Rights Complaints Procedures and Complaints Procedures, are met.</p>	<p align="center">None</p>	<p align="center">Substantiated User Complaint</p>	<p align="center">\$100 per occurrence</p>
<p>Comply with the terms of the Case Appeals Procedures and Welfare Fraud Procedures as directed by DPSS, and as specifically outlined in the Statement of Work.</p> <p>SOW, Paragraph 1.5.5, Case Appeals and Paragraph 1.5.6, Welfare Fraud</p>	<p>Ensures the terms of the Case Appeals and Welfare Fraud Procedures are met.</p>	<p align="center">None</p>	<p align="center">On-Site Review Substantiated User Complaint</p>	<p align="center">\$100 per occurrence</p>

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Provide timely and accurate monthly invoices with supporting documentation to the CCA as specified in Contract.</p> <p>Contract, Subsection 5.5, Invoices and Payments</p>	<p>Ensures that all invoices are accurate, have support documentation and are submitted timely.</p>	<p>None</p>	<p>100% Review</p>	<p>Late, inaccurate or incomplete invoice \$50 per day</p>
<p>Provide accurate and timely Monthly Management Reports (MMRs). Also provide any other reports requested by County to the CCA during the term of the Contract.</p> <p>Contract, Subsection 5.5, Invoices and Payment Process</p>	<p>Provides accurate and timely MMRs and any other reports requested by County.</p>	<p>None</p>	<p>100% Review</p>	<p>Late or incomplete MMR \$100 per day</p>
<p>Provide verification of insurance coverage to the CCA prior to the Contract start date and annually during the term of the Contract.</p> <p>Contract, Subsections 8.24, General Provisions for All Insurance Coverage and 8.25, Insurance Coverage</p>	<p>Ensures that all insurance policies are current and meet County insurance requirements.</p>	<p>None</p>	<p>Annual 100% Review</p>	<p>Full compensation for all costs incurred by County</p>

**GAIN CASE MANAGEMENT SERVICES
CASE LOADS PROJECTIONS
FOR THE PERIOD OF February 1, 2020 THROUGH JANUARY 31, 2022**

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Enforce all the requirements of the County's Living Wage (LW) Program.</p> <p>Contract, Subsection 9.1, Compliance with County's Living Wage Program, and Exhibit T, Living Wage Ordinance.</p>	<p>Contractor is responsible for enforcing all the requirements of the County's Living Wage Program.</p>	<p align="center">None</p>	<p>Substantiated User Complaint</p> <p>On-site Reviews</p>	<p>Late or Incomplete LW Reports \$50 a day</p> <p>Employee Payments Less Than LW pay \$100 a day</p>
<p>Implement a formal corrective action plan, approved by County, to remedy any and all unsatisfactory performance, within the timeframe agreed upon, via the issuance of a formal CDR.</p> <p>SOW, Subsection 8.8, Unsatisfactory Performance Remedies</p>	<p>Requires Contractor to implement a corrective action plan, when necessary, to remedy any and all unsatisfactory performance and prevent recurrence of same unsatisfactory performance in any subsequent monitoring period following issuance of CDR.</p>	<p align="center">One Occurrence</p>	<p>On-Site Review</p> <p>MMR Review</p> <p>Substantiated User Complaint</p> <p>Other sources</p>	<p>Reduction of \$300 dollars from Flat Monthly Rate, per recurrence</p>

**GAIN CASE MANAGEMENT SERVICES
CASELOADS PROJECTIONS
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

CONTRACTED	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Average
Region II	5,075	4,946	4,861	4,983	4,911	4,863	4,815	4,693	4,612	4,728	4,660	4,614	4,568	4,452	4,375	4,486	4,421	4,377	4,334	4,224	4,151	4,256	4,194	4,153	4,600
Region VII	3,745	3,734	3,692	3,621	3,515	3,516	3,545	3,534	3,495	3,427	3,327	3,328	3,355	3,346	3,308	3,244	3,149	3,150	3,176	3,167	3,131	3,071	2,981	2,982	3,400
TOTAL	8,820	8,680	8,552	8,604	8,426	8,378	8,359	8,227	8,106	8,155	7,987	7,942	7,923	7,798	7,683	7,730	7,570	7,527	7,510	7,391	7,282	7,327	7,176	7,135	8,000

**GAIN CASE MANAGEMENT SERVICES
CASELOADS PROJECTIONS BY LANGUAGE
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022
GAIN REGION VII**

REGION VII																											
Language	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Average	Percentage by language	
Amslan	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	0.05%
Arabic	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	0.32%
Armenian	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	48.00%
English	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	41.53%
Farsi	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	0.26%
French	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.03%
Hebrew	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Hindi	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Japanese	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Korean	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Other	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	0.07%
Rumanian	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Russian	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	78	2.28%
Spanish	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	253	7.43%
Thai	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.02%
Tagalog	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.01%
Turkish	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Vietnamese	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
TOTAL	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	100%

**GAIN CASE MANAGEMENT SERVICES
BUDGET FOR COMBINED GAIN REGIONS II & VII
FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2022**

DIRECT COST			Year-1 Annual Salary Per Employee	Year 1 Hourly Rate/2	Direct Labor Expense for 24 Months ³	Total Salary Expense for 24 Months
Payroll	Avg FTE ¹					
Contract Manager	0.70		\$ 130,158	\$ 62.58	\$ 168,964.14	\$ 168,964.14
Back Up Contract Manager	1.00		\$ 97,971	\$ 47.10	\$ 181,687.75	\$ 181,687.75
QA Manager	1.00		\$ 56,561	\$ 27.19	\$ 104,892.49	\$ 104,892.49
Operations Manager	1.00		\$ 68,850	\$ 33.10	\$ 127,682.03	\$ 127,682.03
Subcontract Manager	0.00		\$ -	\$ -	\$ -	\$ -
Job Development Supervisor	1.00		\$ 54,080	\$ 26.00	\$ 100,291.28	\$ 100,291.28
Job Developers	1.00		\$ 35,215	\$ 16.93	\$ 65,305.33	\$ 65,305.33
Admin III	1.00		\$ 34,581	\$ 16.63	\$ 64,130.49	\$ 64,130.49
Case Manager I	8.40		\$ 34,573	\$ 16.62	\$ 538,748.02	\$ 538,748.02
Case Manager II	20.21		\$ 35,215	\$ 16.93	\$ 1,319,711.79	\$ 1,319,711.79
Case Management Supervisor	7.27		\$ 54,080	\$ 26.00	\$ 728,969.00	\$ 728,969.00
QA Specialist	2.00		\$ 45,209	\$ 21.74	\$ 167,680.26	\$ 167,680.26
IT/TA	0.00		\$ 34,573	\$ 16.62	\$ -	\$ -
HR Specialist	1.00		\$ 39,442	\$ 18.96	\$ 73,144.36	\$ 73,144.36
HR Management Support	0.10		\$ 90,784	\$ 43.65	\$ 16,835.93	\$ 16,835.93
Finance Support	0.20		\$ 123,769	\$ 59.50	\$ 45,905.80	\$ 45,905.80
Total FTEs	45.88			4.31%	\$ 3,703,948.65	\$ 3,703,948.65
Total On-Going Salaries and Wages (24 Months)						\$ 3,703,948.65
1/ FTE=Full Time Equivalent Positions. Avg FTE = annual average over 12 month period						
2/ Direct labor is escalated at 4.31% in Year 2						
3/ Direct labor is calculated using 1888 hours per year. Direct Labor excludes off time hours						
4/ Off-Time includes sick, vacation, and holidays which account for 196 hours per year						
Employee Benefits		Average			24-Month Cost	
Fringe - Holiday Leave		3.94%			\$ 145,894.20	
Fringe - Paid Time Off		5.87%			\$ 217,449.34	
Fringe - Other Paid Absence		0.43%			\$ 15,794.77	
Project Bonuses		4.45%			\$ 164,671.95	
Management Bonuses		0.83%			\$ 30,818.35	
Other		0.01%			\$ 496.59	
Medical Insurance		9.12%			\$ 337,683.98	
Dental Care		0.33%			\$ 12,319.73	
Vision Care		0.00%			\$ -	
Life Insurance Benefit		1.00%			\$ 36,935.07	
Disability Insurance		0.00%			\$ -	
401 (k) Expense		1.15%			\$ 42,755.17	
FB Transfer Fr (Charge In/ Charge out)		1.07%			\$ 39,502.91	
Total On-Going Benefits (24 Months)						\$ 1,044,322.06
* MAXIMUS tracks insurance as one line item for pricing purposes						
Payroll Taxes		Average			24-Month Cost	
FICA Expense		8.61%			\$ 318,939.16	
FUTA Expense		0.20%			\$ 7,344.59	
SUTA Expense		1.35%			\$ 50,031.82	
Workers Comp Expense		0.38%			\$ 13,980.77	
Total On-Going Payroll Taxes (24 Months)						\$ 390,296.35
Insurance					24-Month Cost	
Required Insurance is in Employee Benefits, Payroll Taxes or the G&A pool.						
Total On-Going Insurance Costs (24 Months)						\$ -
Miscellaneous Direct Costs					24-Month Cost	
JVS (estimated # of Positions: 70.67)					\$ 11,212,945.56	
Out of Town Travel					\$ 25,738.44	
Local Travel					\$ 9,284.15	
Telco / Cell / Data Lines					\$ 120,746.46	
Supplies					\$ 17,758.51	
Hardware / Software					\$ 31,823.31	
Printing & Postage					\$ 9,313.29	
Supportive Services					\$ 849.55	
Taxes & Fees					\$ 28,203.24	
Line of Credit/ Perf Bond					\$ -	
Other					\$ 20,568.89	
Total On-Going Miscellaneous Direct Costs (24 Months)						\$ 11,477,231.41
TOTAL ON-GOING DIRECT COST (24 Months)						\$ 16,615,798.46
INDIRECT COST					24-Month Cost	
Overhead					\$ 633,428.68	
General & Administrative					\$ 826,654.83	
TOTAL ON-GOING INDIRECT COST (24 Months)						\$ 1,460,083.51
TOTAL ON-GOING DIRECT AND INDIRECT COST FOR 24 MONTHS						\$ 18,075,881.98
PROFIT (Please enter the percentage:			7.50%			\$ 1,465,612.05
TOTAL ON-GOING COSTS FOR 24 MONTHS						\$ 19,541,494.03

COUNTY'S ADMINISTRATION

CONTRACT NO. 78550

COUNTY CONTRACT SECTION MANAGER:

Name: Melissa Garcia Title: Director, Contract Management Division, Section V
Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746
Telephone: (562) 908-4451 Facsimile: (562) 908-0590
E-Mail: MelissaGarcia@dpss.lacounty.gov

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: Pamela Blanton Title: Administrative Services Manager II
Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746
Telephone: (562) 908-3010 Facsimile: (562) 908-0590
E-Mail: PamelaBlanton@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: Fabiola Martinez Title: Administrative Services Manager I
Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746
Telephone: (562) 908-3594 Facsimile: (562) 908-0590
E-Mail: FabiolaMartinez2@dpss.lacounty.gov

COUNTY CONTRACT PROGRAM MANAGER:

Name: Sergio Torrico Title: Human Services Administrator I
Address: 12800 Crossroads Parkway South, City of Industry, CA 91746
Telephone: (562) 908-8329 Facsimile: (562) 699-5385
E-Mail: SergioTorrico@dpss.lacounty.gov

CONTRACT PROGRAM MONITORS:

Name	Telephone	E-Mail
Araksya Sahakyan	(562) 908-3032	AraksyaSahakyan@dpss.lacounty.gov
Anthony Truong	(562) 908-3545	AnthonyTruong@dpss.lacounty.gov
Nelly Melendez-Willins	(562) 908-3551	NellyMelendezwillins@dpss.lacounty.gov
Freddy Garay	(562) 908-3555	FreddyGaray@dpss.lacounty.gov

Address: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746
Facsimile: (562) 908-0590

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: MAXIMUS Human Services, Inc.

CONTRACT NO: 78550

CONTRACTOR'S PROJECT MANAGER:

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

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

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

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

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

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

**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 and BSERVICES@WDACS.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: _____

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Contract for <u>GAIN Case Management</u> Services		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking that prohibits Contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Section 8.54 (Compliance with County’s Zero Tolerance Policy on Human Trafficking) of the Contract and agrees that Contractor or a member of his staff performing work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in cancellation of the Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Contract for <u>GAIN Case Management</u> Services		

CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Contractor and staff performing work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in termination of the Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date: