

Honorable Mayor and Members
Of the City Council
City Hall
Torrance, CA

Council Meeting of
August 15, 2006

Members of the Council:

SUBJECT: Human Resources- Execution of County of Los Angeles summer youth agreement.

Expenditure: Approximately \$94,000 in County funds.

RECOMMENDATION

The Human Resources Director recommends that Council authorize the execution of a County of Los Angeles, Department of Community and Senior Services Agreement (\$94,000) to operate a summer youth program.

FUNDING

This contract represents revenue in the amount of approximately \$94,000 for the Workforce Development Division.

BACKGROUND

The City of Torrance Workforce Development Division (WDD) successfully operated federally funded summer youth work experience programs for over 20 years. In 1999, the Workforce Investment Act (WIA) ended these summer programs. But, in the same year, the County of Los Angeles created a smaller summer youth program utilizing CalWorks money (welfare reform funds). This program targeted youth and families on public assistance. State funds used to operate this program ended in Fall of 2005.

In response to the lack of programs available for low income County youth in 2006, the County Board of Supervisors decided to take action. On Monday, June 26, 2006, Supervisor Antonovich introduced a motion that was approved to utilize "net County assets" (general funds) to establish a County operated summer youth program. The program is designed to provide work experience and wages to low income, at-risk youth, ages 14 to 21. The program will operate from July 1 through September 30, 2006.

On June 27, 2006, Your Honorable Body approved the acceptance of these funds - at the time projected to be \$108,000 but now revised to be \$94,000 - by the WDD from the County. (ATTACHMENT A).

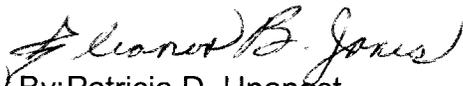
ANALYSIS

The execution of the agreement (ATTACHMENT B) will allow the WDD to serve 67 youth from the Carson, Lomita and Torrance communities in a summer work experience program. To maintain the structural integrity of this program, recruitment for this project has already begun and the program will operate in a very similar fashion to the "Green Team" Program.

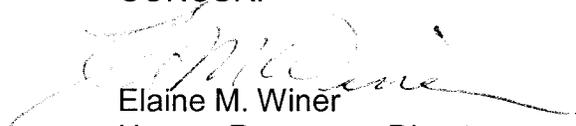
The attached contract has been reviewed and approved by the City Attorney as to form. The contract has been finalized and is ready for signature.

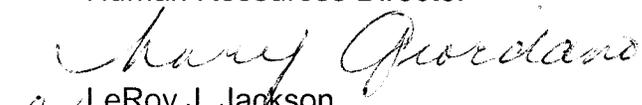
Respectfully submitted,

ELAINE M. WINER
Human Resources Director

for 
By: Patricia D. Unangst
Workforce Development Manager

CONCUR:


Elaine M. Winer
Human Resources Director

for 
LeRoy J. Jackson
City Manager

ATTACHMENTS:

- A. Excerpt from the Minutes of the June 27, 2006, Torrance City Council Meeting
- B. County of Los Angeles Summer Youth Agreement

EXCERPT OF MINUTES

Minutes Approved
 Minutes Subject to Approval

June 27, 2006

**MINUTES OF AN ADJOURNED REGULAR
MEETING OF THE TORRANCE CITY COUNCIL**

1. CALL TO ORDER

The Torrance City Council convened in an adjourned regular session at 7:03 p.m. on Tuesday, June 27, 2006 in City Council Chambers at Torrance City Hall.

ROLL CALL

Present: Councilmembers Guyton, Mauno, McIntyre, Nowatka, Scotto, Witkowsky, and Mayor Walker.

Absent: None.

4. COUNCIL COMMITTEE MEETINGS AND ANNOUNCEMENTS

Mayor Walker announced that subsequent to the posting of the agenda, the City's Human Resources Director, through the Workforce Development Division, received an offer of funding to operate a summer youth program and that it was necessary to take immediate action in order to secure these funds. In order to add an item to the agenda, the California Government Code requires a determination by a two-thirds vote that immediate action is required and that the need to take action arose subsequent to the posting of the agenda.

MOTION: Councilmember Scotto moved to add the above-mentioned item to the agenda pursuant to Government Code §54954.2(b)(2). The motion was seconded by Councilmember Witkowsky and passed by unanimous roll call vote (considered as Item 11E).

**11E. ACCEPTANCE OF L.A. COUNTY FUNDING FOR YOUTH PROGRAM
*(Addendum item)***

Recommendation

Recommendation of the **Human Resources Director** that City Council authorize the Workforce Development Division to accept County of Los Angeles, Department of Community and Senior Services funding of approximately \$108,000 to operate a summer youth program.

Workforce Development Manager Unangst advised that L.A. County recently took action to fund a summer youth program because state funding could not be secured.

MOTION: Councilmember Scotto moved to concur with the staff recommendation. The motion was seconded by Councilmember Nowatka and passed by unanimous roll call vote.

###

DRAFT

**DEPARTMENT OF
COMMUNITY AND SENIOR SERVICES**



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
THE CITY OF TORRANCE, ADMINISTRATIVE ENTITY
FOR THE CARSON/LOMITA/TORRANCE
WORKFORCE INVESTMENT NETWORK
FOR
SUMMER YOUTH JOBS PROGRAM**

Prepared By

**Community and Senior Services
Contract Management Division
3175 West Sixth Street
Los Angeles, CA 90020
July 2006**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		5
1.0	APPLICABLE DOCUMENTS.....	6
2.0	DEFINITIONS.....	6
3.0	WORK.....	8
4.0	TERM OF CONTRACT	8
5.0	CONTRACT SUM.....	8
6.0	ADMINISTRATION OF CONTRACT- COUNTY	10
6.1	COUNTY CONTRACT ADMINISTRATOR	10
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR.....	11
7.1	CONTRACTOR'S PROJECT MANAGER.....	11
7.2	CONTRACTOR'S STAFF IDENTIFICATION	11
7.3	BACKGROUND & SECURITY INVESTIGATIONS	11
7.4	CONFIDENTIALITY	12
8.0	TERMS AND CONDITIONS	13
8.1	ASSIGNMENT AND DELEGATION.....	13
8.2	AUTHORIZATION WARRANTY	13
8.3	BUDGET REDUCTIONS	14
8.4	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED (45 C.F.R. PART 76)	14
8.5	CHANGE NOTICES AND AMENDMENTS	14
8.6	CHILD/ELDER/FRAUD REPORTING.....	15
8.7	COLLECTIVE BARGAINING	16
8.8	COMPLAINTS	16
8.9	COMPLIANCE WITH APPLICABLE LAW.....	16
8.10	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	17
8.11	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM.....	17
8.12	CONFLICT OF INTEREST	19
8.13	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	19

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.14	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	19
8.15	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	20
8.16	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW	22
8.17	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	23
8.18	CONTRACTOR'S CHARITABLE ACTIVITY COMPLIANCE	23
8.19	COUNTY LOBBYIST	23
8.20	COUNTY'S QUALITY ASSURANCE PLAN	24
8.21	DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS	24
8.22	CONTRACTOR EMPLOYEE ACKNOWLEDMENT AND CONFIDENTIALITY AGREEMENT	24
8.23	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.24	FAIR LABOR STANDARDS	25
8.25	GOVERNING LAW, JURISDICTION, AND VENUE	25
8.26	INDEPENDENT CONTRACTOR STATUS	26
8.27	INDEMNIFICATION	26
8.28	GENERAL INSURANCE REQUIREMENTS	27
8.29	INSURANCE COVERAGE REQUIREMENTS	29
8.30	LIQUIDATED DAMAGES	30
8.31	LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM	30
8.32	MOST FAVORED PUBLIC ENTITY	31
8.33	NONDISCRIMINATION AND AFFIRMATIVE ACTION	31
8.34	NON-EXCLUSIVITY	33
8.35	NOTICE OF DELAYS	33
8.36	NOTICE OF DISPUTES	33
8.37	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	33
8.38	NOTICES	33
8.39	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	34
8.40	PROPRIETARY RIGHTS	34
8.41	PUBLIC RECORDS ACT	35
8.42	PUBLICITY	35

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.43	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	36
8.44	RECYCLED BOND PAPER	37
8.45	REMOVAL OF UNSATISFACTORY PERSONNEL.....	37
8.46	RULES AND REGULATIONS.....	37
8.47	SUBCONTRACTING.....	37
8.48	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	39
8.49	TERMINATION FOR CONVIENCE.....	39
8.50	TERMINATION FOR DEFAULT.....	40
8.51	TERMINATION FOR IMPROPER CONSIDERATION	42
8.52	TERMINATION FOR INSOLVENCY	42
8.53	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	43
8.54	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	43
8.55	VALIDITY.....	43
8.56	WAIVER	44
8.57	WARRANTY AGAINST CONTINGENT FEES	44
SIGNATURES.....		45
ATTACHMENTS		
A	STATEMENT OF WORK	46
B	CONTRACTOR'S BUDGET SHEET (EXCEL DOCUMENT)	78
C	CONTRACTOR'S EEO CERTIFICATION	79
D	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT	81
E	BIDDER'S/OFFER'S NONDISCRIMINATION IN SERVICE CERTIFICATION	85
F	JURY SERVICE ORDINANCE	87
G	CHARITABLE CONTRIBUTIONS CERTIFICATION.....	91
H	COUNTY ADMINISTRATION.....	93
I	CONTRACTOR ADMINISTRATOR.....	95
J	SAFELY SURRENDERED BABY LAW FACT SHEET	97
K	INTERNAL REVENUE SERVICES NOTICE (NO. 1015).....	102
L	INDIVIDUAL SERVICES STRATEGY (ISS)	104

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
THE CITY OF TORRANCE, ADMINISTRATIVE ENTITY FOR THE
CARSON/LOMITA/TORRANCE
WORKFORCE INVESTMENT NETWORK
FOR
SUMMER YOUTH JOBS PROGRAM**

This Contract and Exhibits made and entered into this 15th day of August, 2006 by and between County of Los Angeles, hereinafter referred to as "County" and The City of Torrance, Administrative Entity for the Carson/Lomita/Torrance Workforce Investment Network (CLT WIN) hereinafter referred to as "Contractor." CLT WIN is located at One Civic Plaza, Suite 500, Carson, CA 90745.

RECITALS

WHEREAS, County may Contract with community-based non-profit businesses for summer youth jobs services when certain requirements are met; and

WHEREAS, Contractor is a community-based non-profit agency specializing in providing summer youth jobs services; and

WHEREAS, County has determined that it is legal, feasible, and cost-effective to Contract summer youth jobs services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J K and L, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the exhibits according to the following priority:

- ATTACHMENT A Statement of Work
- ATTACHMENT B Contractor's Budget Sheet
- ATTACHMENT C Contractor's EEO Certification
- ATTACHMENT D Contractor Employee Acknowledgement and
Confidentiality Agreement
- ATTACHMENT E Contractor's Nondiscrimination in Service Certification
- ATTACHMENT F Jury Service Ordinance
- ATTACHMENT G Charitable Contributions Certification
- ATTACHMENT H County Administration
- ATTACHMENT I Contractor Administration
- ATTACHMENT J Safely Surrendered Baby Law Fact Sheet
- ATTACHMENT K Internal Revenue Service Notice
- ATTACHMENT L Individual Service Strategy (ISS)

This Contract and the exhibits hereto constitute the complete and exclusive statement of understanding between the parties and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.5 - Change Notices and Amendments, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following

meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Budget:** The document that details Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:
- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes, and other (specified).
 - **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
 - **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.
- 2.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A.
- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Program Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 County:** Shall mean County of Los Angeles.
- 2.6 County Contract Administrator:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.7 County Project Director:** Person designated by County with authority for County on Contractual or administrative matters relating to this Contract that cannot be resolved by County's Project Manager.
- 2.8 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Department or CSS:** Shall mean County of Los Angeles Department of Community and Senior Services.

- 2.11 **Director:** Shall mean the Director of County of Los Angeles Department of Community and Senior Services.
- 2.12 **Fiscal-Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **Services:** The work to be done or performed under the terms of this Contract, as set forth in Attachment A, Exhibit 3 of the Contract.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Attachment A*.
- 3.2 If 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 Contractor, and Contractor shall have no claim whatsoever against County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for three (3) months, commencing on July 1, 2006 and ending on September 30, 2006.
- 4.2 Contractor shall notify CSS when this Contract is within one (1) month from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to CSS at the address herein provided in Sub-paragraph 5.5.5.

5.0 CONTRACT SUM

- 5.1 The maximum Contract amount for the three months term of this Contract will be **\$94,000**.
- 5.2 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 Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, sub Contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

5.3 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 CSS at the address herein provided in Paragraph 5.5.5.

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

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.

5.5 Invoices and Payments

5.5.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in *Attachment A - Statement of Work*, and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in *Attachment B - Budget Sheet*, and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work.

5.5.2 Contractor's invoices shall be priced in accordance with *Attachment B - Budget Sheet*.

5.5.3 Contractor's invoices shall contain the information set forth in *Attachment A - Statement of Work*, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Contractor shall submit the monthly invoices to County by the 15th calendar day of the month following the month of service.

- 5.5.5** All invoices under this Contract shall be submitted in two (2) copies to the following address:

Department of Community and Senior Services
 Attn: Sandra Smalls, County Contract Administrator
 3175 West Sixth Street, 4th Floor
 Los Angeles, CA 90020

- 5.5.6** County Approval of Invoices: All invoices submitted by Contractor for payment must have the written approval of County's Program Administrator prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.7** Withholding of Payment: If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The name of County Contract Administrator referenced in following Sub-paragraphs are designated in Sup-paragraph 5.5.5. County shall notify Contractor in writing of any changes in the names or addresses shown.

6.1 County's Contract Administrator (CCA)

The responsibilities of County's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with Contractor's Project Manager on an as needed basis; and

- monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

County's Contract Administrator 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. County's Contract Administrator is responsible for overseeing the day-to-day administration of this Contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager must have two (2) years of experience supervising summer youth jobs operations. Contractor shall notify County in writing of any change in the name or address of Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

7.2 Contractor's Staff Identification

7.2.1 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

7.2.2 Contractor shall notify County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately return the staff's County specified photo identification badge at the time of removal from County Contract.

7.2.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.3 Background and Security Investigations

7.3.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its

discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless if Contractor's staff passes or fails the background clearance investigation.

- 7.3.2 County may request that Contractor's staff be immediately removed from working on County Contract at any time during the term of the Contract. County is not obligated to provide Contractor or to Contractor's staff any information obtained through County conducted background clearance.
- 7.3.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of County, whose background or conduct is incompatible with County facility access, at the sole discretion of County.
- 7.3.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.3, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Confidentiality

- 7.4.1 Contractor shall maintain the confidentiality of all records obtained from County under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations, and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents, and Sub-Contractors providing services hereunder of the confidentiality provisions of the Contract. Contractor shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", *Attachment D* hereunder.
- 7.4.2 By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Community and Senior Services so designated without written authorization from CSS.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1** Contractor shall not assign its rights or delegate its duties under the Agreement, 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 Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 8.1.2** 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 Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.1.3** 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, Sub-Contract, 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 Agreement which may result in the termination of the Agreement. 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.

8.2 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.

8.3 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, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract including any extensions and the services to be provided by Contractor under this Contract shall also be reduced accordingly. 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 in the preceding sentence, Contractor shall continue to provide all of the services set forth in the Contract.

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

Contractor hereby acknowledges that County is prohibited from Contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded Contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Sub-Contractors, at any tier, or any owner, officer, partner, director or other principal of any Sub-Contractors is currently suspended, debarred, ineligible, 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 Sub-Contractors 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.

8.5 CHANGE NOTICES AND AMENDMENTS

8.5.1 County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract sum, or payments. All such changes shall be accomplished with an executed Change Notice signed by Contractor and by County Contract Administrator.

8.5.2 For any change, which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by County Board of Supervisors and Contractor.

8.5.3 The CSS Director may prepare and sign amendments to the Contract without further action by County Board of Supervisors under the following conditions:

8.5.3.1 Amendments shall be in compliance with applicable County, State, and federal regulations.

8.5.3.2 The amendment is for a decrease or increase of no more than ten percent of the total Contract amount.

8.5.3.3 County Board of Supervisors has appropriated sufficient funds for the Summer Youth Jobs Program.

8.5.3.4 The Department of Community & Senior Services shall obtain the approval of County Counsel or designee for an amendment to this Contract.

8.6 CHILD/ELDER/ FRAUD REPORTING

8.6.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

8.6.2 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (*WIC*), *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated

by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

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

8.7 COLLECTIVE BARGAINING

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

8.8 COMPLAINTS

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

Within five (5) business days after Contract effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.

8.8.1 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.8.2 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days.

8.8.3 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

8.8.4 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.8.5 When complaints can not be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.8.6 Copies of all written responses shall be sent to County's Project Manager within three (3) business days of mailing to the complainant.

8.9 COMPLIANCE WITH APPLICABLE LAW

8.9.1 Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.9.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor or its employees, agents, or Sub-Contractors of any such laws, rules, regulations, ordinances, or directives.

8.10 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. Contractor shall sign and adhere to the "Contractor's Nondiscrimination in Services Certification," *Attachment E*, hereunder.

8.11 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.11.1 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.

8.11.2 Written Employee Jury Service Policy

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 County Code) or that Contractor qualifies for

an exception to the Jury Service Program (Section 2.203.070 of 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.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County or a Sub-Contract with a County Contractor and have received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Sub-Contracts. "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 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 Sub-Contractor to perform services for County under the Contract, the Sub-Contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such Sub-Contract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor 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 Jury Service 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.

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

8.12 CONFLICT OF INTEREST

8.12.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

8.12.2 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

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

Should Contractor require additional or replacement personnel after the effective date of this 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.

8.14 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.14.1 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 Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates.

8.14.2 County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring County employees shall be given first priority.

8.15 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.15.1 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.

8.15.2 Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of 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 not exceed five years (5) years, or be permanent if warranted by the circumstances, and terminate any or all existing Contracts Contractor may have with County.

8.15.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that 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 Contractor's quality, fitness or capacity to perform a Contract with County or 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.

8.15.4 Contractor Hearing Board

- a. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence that is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- b. 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, 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. 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.
- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

- d. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five 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 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.

- e. 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, 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 Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- f. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. 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 Contractor Hearing Board.

8.15.5 Sub-Contractors of Contractor

These terms shall also apply to Sub-Contractors of County Contractors.

8.16 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. Department of Public Social Services will supply Contractor with the poster to be used.

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

8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts 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.

8.17.2 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 compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.18 CONTRACTOR'S CHARITABLE ACTIVITY 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 Contractor to complete the Charitable Contribution Certification form. County seeks to ensure that all County Contractors which receive or raise charitable contributions comply

with California law in order to protect 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).

8.19 COUNTY LOBBYIST

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

8.20 COUNTY'S QUALITY ASSURANCE PLAN

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. 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.

8.21 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

8.21.1 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 agents 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.

8.21.2 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.

8.22 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Contractor shall maintain the confidentiality of all records obtained from County under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations, and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of the Contract. Contractor shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment D, hereunder.

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

8.23 EMPLOYMENT ELIGIBILITY VERIFICATION

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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.

8.24 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to,

the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

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

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

8.25.3 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 County of Los Angeles, California, Central Civil Division.

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 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.

8.26.2 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.

8.26.3 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 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.

8.27 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.28 GENERAL INSURANCE REQUIREMENTS

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

8.28.1 Evidence of Insurance Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to:

Department of Community and Senior Services
 Contract Management Division
 3175 West Sixth Street, 4th Floor
 Los Angeles, CA 90020
 Attn: Pam Everett, County Project Manager

Prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding County of

Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.28.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

8.28.3 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

8.28.4 Notification of Incidents, Claims, or Suits Contractor shall report to County

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County Non-employee Injury Report to County Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

8.28.5 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.28.6 Insurance Coverage Requirements for Sub-Contractors

Contractor shall ensure any and all Sub-Contractors performing services under this Contract meet the insurance requirements of this Contract by either:

- Contractor providing evidence of insurance covering the activities of Sub-Contractors, or
- Contractor providing evidence submitted by Sub-Contractors evidencing that Sub-Contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of Sub-Contractor insurance coverage at any time.

8.29 INSURANCE COVERAGE REQUIREMENTS

8.29.1 General Liability

Insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.29.2 Automobile Liability

Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$3 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

8.29.3 Workers' Compensation and Employers' Liability

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

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

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

8.30 LIQUIDATED DAMAGES

8.30.1 If, in the judgment of County, Contractor breaches the Contract requirements as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment A, Technical Exhibit 1, hereunder, County will have a claim for the sum specified in the PRS, to be paid by Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.30.2 This paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract other than those breaches of this Contract specified in the PRS, and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

8.31 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

8.31.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.31.2 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- a. Pay to County any difference between the Contract amount and what County's costs would have been if the Contract had been properly awarded;
- b. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

8.32 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.

8.33 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

hours to verify compliance with the provisions of this Sub-paragraph 8.33 when so requested by County.

8.33.7 If County finds that any provisions of this Sub-paragraph 8.33 have been violated, such violations shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices 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.

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

8.34 NON-EXCLUSIVITY

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

8.35 NOTICE OF DELAYS

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

8.36 NOTICE OF DISPUTES

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

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.38 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Sub-paragraph 5.5.5. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Director shall have the authority to issue all notices or demands required or permitted by County under this Contract.

8.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, 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.

8.40 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from County and all materials, data reports and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of County.

Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports, and information. The provisions of this paragraph shall survive the expiration or other termination of this Contract.

8.40.1 Recognizing that County has no way to safeguard trade secrets or proprietary information, the Contract shall, and does, hereby keep and hold County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information.

County shall not require Contractor to provide any technical information that is proprietary to it, except, as is requested by County to successfully complete the services under this Contract.

- 8.40.2** County shall not require Contractor to provide any information that is proprietary to it, provided, however, that if County requests Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and County shall limit reproduction and distribution to the minimum extent consistent with County's need for such information, and, when County no longer needs such information, but in no event later than expiration or other termination of this Contract, County shall either (1) cause all copies of such information to be returned to Contractor, or (2) certify to Contractor that all copies of such information have been destroyed.

8.41 PUBLIC RECORDS ACT

- 8.41.1** Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Contract, as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of 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." 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 to court of competent jurisdiction.
- 8.41.2** In the event 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 bid marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

8.42.1 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 shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

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

8.42.2. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County of Los Angeles, provided that, the requirements of this Sub-paragraph 8.42 shall apply.

8.43 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, or its 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. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter. 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 examine, audit, excerpt, copy, or transcribe such material at such other location.

8.43.1 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. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.43.2 Failure on the part of Contractor to comply with any of the provisions of this Sub-paragraph 8.43 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

8.43.3 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 may 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 funds appropriated by County for the purpose of this Contract.

8.44 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.

8.45 REMOVAL OF UNSATISFACTORY PERSONNEL

County shall have the right, at its sole discretion, to require Contractor to remove any employee from the performance of services under this Agreement. At the request of County, Contractor shall immediately replace said personnel.

8.46 RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, 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, with such rules and regulations. In the event that County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee 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 County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8.47 SUBCONTRACTING

8.47.1 The requirements of this Contract may not be Sub-Contracted by Contractor without the advance approval of County. Any attempt by Contractor to Sub-Contract without the prior consent of County may be deemed a material breach of this Contract.

8.47.2 If Contractor desires to Sub-Contract, Contractor shall provide the following information promptly at County's request:

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

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

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

8.47.5 County's consent to Sub-Contract shall not waive County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing

services under this Contract. Contractor is responsible to notify its Sub-Contractors of this County right.

8.47.6 County's Contract Administrator is authorized to act for and on behalf of County with respect to approval of any Sub-Contract and Sub-Contractor employees.

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

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

Department of Community and Senior Services
Contract Management Division
3175 West Sixth Street, 4th Floor
Los Angeles, CA 90020
Attn: Pam Everett, County Project Manager

before any Sub-Contractor employee may perform any work hereunder.

8.48 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 Sub-paragraph 8.17 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a 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 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 8.50 Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be

effected by delivery to Contractor of a Notice of Termination 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 ten (10) days after the notice is sent.

8.49.2 After receipt of a Notice of Termination and except as otherwise directed by County, 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.

8.49.3 For a period of five (5) years after final settlement under this Contract, Contractor shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract with respect to the termination of work hereunder. 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 examine, audit, excerpt, copy, or transcribe such material at such other location.

8.50 TERMINATION FOR DEFAULT

8.50.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

- Contractor has materially breached this Contract;
- 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.

- 8.50.2** In the event that County terminates this Contract in whole or in part, as provided in Sub-paragraph 8.49, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so 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 Sub-paragraph.
- 8.50.3** Except with respect to defaults of any Sub-Contractor, Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.49.1 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both Contractor and Sub-Contractor, 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 Sub-Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.50.3, the terms "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractor(s) at any tier.
- 8.50.4** If, after County has given Notice of Termination under the provisions of this Sub-paragraph 8.50, it is determined by County that Contractor was not in default under the provisions of Paragraph 8.50, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Sub-paragraph 8.49.1- Termination for Convenience.

8.50.5 In the event County terminates this Contract in its entirety due to Contractor's default as provided in Sub-paragraph 8.50.1, Contractor and County agree that County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, Contractor and County agree that County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.50.2, be entitled to liquidated damages from Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to County for such actual damages. This amount of liquidated damages shall be either paid by Contractor to County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to Contractor by County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which County is otherwise entitled to under this Contract, and Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.27, Indemnification.

8.50.6 The rights and remedies of County provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

8.51.1 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.

8.51.2 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 County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.52 TERMINATION FOR INSOLVENCY

8.52.1 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.

8.52.2 The rights and remedies of County provided in this Sub-paragraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 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 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 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.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future fiscal year.

8.55 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.

8.56 WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. 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. No waiver shall be enforced unless said waiver is set forth in writing.

8.57 WARRANTY AGAINST CONTINGENT FEES

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

8.57.2 For breach 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.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorize to bind the CONTRACTOR.

CONTRACTOR

COUNTY OF LOS ANGELES

By _____
Frank Scotto, Mayor
City of Torrance

By _____
Cynthia D. Banks, Director
Community and Senior Services

City of Torrance, Tax ID Number

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III

City Attorney

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR.,
COUNTY COUNSEL

By _____
Heather Whitham,
Deputy City Attorney

By _____
Deputy County Counsel

**ATTACHMENT A
STATEMENT OF WORK**

LOS ANGELES COUNTY

MISSION STATEMENT

To Enrich Lives Through Effective and Caring Service.

COUNTY VISION

Our **purpose** is to improve the quality of life in Los Angeles County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our **philosophy** of team work and collaboration is anchored in our shared values:

- Responsiveness
- Integrity
- Professionalism
- Commitment
- Accountability
- A can-do attitude
- Compassion
- Respect for diversity

Our **position** as the premier organization for those working in the public interest is established by:

- A capability to undertake programs that have public value;
- An aspiration to be recognized through our achievements as the model for civic innovation; and

A pledge to always work to earn the public trust.

TABLE OF CONTENTS

SECTION	TITLE	PAGE
PREAMBLE.....		50
1.0	SCOPE OF WORK.....	54
2.0	QUALITY CONTROL.....	54
3.0	QUALITY ASSURANCE PLAN.....	54
4.0	DEFINITIONS.....	55
5.0	RESPONSIBILITIES.....	56
<u>COUNTY</u>		
5.1	Personnel.....	56
5.2	Furnished Items.....	57
<u>CONTRACTOR</u>		
5.3	Project Manager.....	57
5.4	Personnel.....	58
5.5	Contractor's General Guidelines.....	58
5.6	Program Design Requirements.....	58
5.7	Mandatory Services.....	59
5.8	Mandatory Expenditure Requirements.....	59
5.9	Summer Employment Opportunities/ Paid Work Experience.....	59
5.10	Payments to Participants.....	59
5.11	Measurable Indicators.....	59
5.12	Worksites.....	60
5.13	Record Keeping.....	61
6.0	Hours/Days of Work.....	61
7.0	Performance Requirements Summary.....	61

7.1 Report Requirements.....	62
7.2 Performance Measures	62

TECHNICAL EXHIBITS

1. Performance Requirements Summary Chart.....	63
2. Contract Discrepancy Report.....	67
3. Required Summer Youth Jobs Services	69
4. Monthly Invoice Format	71
5. Monthly Management Report.....	76

PREAMBLE

COUNTY HEALTH AND HUMAN SERVICES

For nearly a decade, County has collaborated 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 County's Contracting partners share County and community's commitment to provide health and human services that support achievement of County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

County of Los Angeles' Vision is to improve the quality of life in 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 shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in County Mission to enrich lives through effective and caring services and County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. 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.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating County's health and human services system is necessary to significantly move toward

achieving these outcomes. County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ County service system is flexible, able to respond to service demands for both Countywide population and specific population groups.
- ✓ County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy

designed to improve County human services system for children and families should ultimately be judged by whether it helps achieve County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

County, its clients, Contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and values statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services Contracts is the provision of the highest level of quality services that support improved outcomes for children and families. County and its Contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

On June 26, 2006 the Los Angeles County Board of Supervisors adopted the Summer Youth Jobs program, which will involve youth between the ages of 14 and 21. Contractor shall provide employment placement for participants involved in the program. The participants will receive 100 to 160 hours of paid work experience, and will be paid at least minimum wage of \$6.75 an hour, in accordance with the California Labor Code. The Summer Youth Jobs program is designed to build the capacity to become self-sufficient individuals. Additionally, to set participants on a path where they will achieve various benchmarks in an effort to ultimately achieve one of the following indicators:

- Entered into unsubsidized employment
- Remained in school
- Dropout returned to school
- Completed major level of education
- Entered/returned to college
- Entered unsubsidized/subsidized training program/apprenticeship

2.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of this Contract. The Plan shall be submitted to County Contract Administrator for review and approval prior to Contract start date, with revisions submitted as changes occur. The plan shall include, but may not be limited to, the following:

- 2.1 Method for assuring that licensed staff renders the services under this Contract;
- 2.2 Method of monitoring to ensure that Contract requirements are being met; and
- 2.3 A record 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 identifying and completed corrective action, shall be provided to County upon request.

3.0 QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in the

Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.20, County's Quality Assurance Plan.

3.1 Meetings

Contractor is required to attend any scheduled meetings to discuss Contractor's performance, as required under this Contract.

3.2 Contract Discrepancy Report (Technical Exhibit 2)

Verbal notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time-period mutually agreed upon by County and Contractor. The CCA will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the CCA within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CCA within ten (10) workdays.

3.3 County Observations

Federal, State, and/or County personnel, in addition to departmental Contracting staff, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

3.4 Hours of Operation

Contractor shall be required to provide summer youth jobs services for the hours listed under Technical Exhibit 3 in the Statement of Work. 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.

4.0 DEFINITIONS

Budget - The document that details Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following;

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

Indirect Costs - General Accounting/Bookkeeping, Management Overhead, and other (specified). Profit (if applicable) - Percent and Dollar Amount.

Contract Management Division - Contract Management Division is the Department's section responsible for the Contract.

Contract Monitoring Plan - The Plan developed by County, specifically for this Contract, to monitor compliance with Contract. The elements of the plan are listed in the Performance Requirements Summary.

Contract Start Date - Date Contractor begins work in accordance with the terms of the Contract.

Department of Community and Senior Services (CSS) - County Department responsible for providing jobs program.

Performance Requirement Summary (PRS) - The document furnished by County (Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. County will be using the PRS in evaluating Contractor to assure that the Contract performance standards are met.

Quality Control Program - All necessary measures taken by Contractor to assure that the quality of services will meet Contract completeness, consistency, and conformity.

5.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel - County will administer the Contract according to the Contract, Paragraph 6.0- Administration of Contract. Specific duties will include:

5.1.1 Monitoring Contractor's performance in the daily operation of this Contract.

- 5.1.2 Providing direction to Contractor in areas relating to policy, information, and procedural requirements.
- 5.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Term and Conditions, Sub-paragraph 8.5 Change Notices and Amendments.
- 5.1.4 Not be authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate County in any way whatsoever.

County will inform Contractor of the name, address, and telephone number of the CCA, in writing, at the time of Contract award and at any time thereafter a change of the CCA is made.

5.2 **Furnished Items**

COUNTY

County shall supply

- 5.2.1 List of County-observed holidays
- 5.2.2 All required training
 - Civil Rights
 - Contract forms

CONTRACTOR

5.3 **Project Manager**

- 5.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager from 7:00 a.m. - 6:00 p.m. Monday thru Friday.
- 5.3.2 Project Manager shall act as a central point of contact with County. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- 5.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to

effectively communicate, in English, both orally and in writing.

5.4 Personnel

5.4.1 Contractor shall assign a sufficient number of employees to provide the summer youth jobs services. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

5.4.2 Contractor shall conduct background check on all staff providing services relating to this Contract. All background checks shall be kept on file and available for review upon County's request.

5.5 Contractor's General Guidelines

Contractor shall provide employment placement services to youth eligible to participate in the program who meet the following criteria:

5.5.1 Youth must be a Los Angeles County resident, economically disadvantaged, at risk and between the ages of 14-21.

5.5.2 All participants will receive a minimum of 100 hours and a maximum of 160 hours of paid service. The number of paid hours may decrease by as much as 25% up or down, but shall not increase by more 20% without a written waiver.

5.5.3 Participants will be paid minimum wage according to California Labor Code (Section 1182.11) for participation in the program.

5.5.4 Contractor must spend 25% of their allotment on CalWORKs participants.

5.6 Program Design Requirements

Contractor must document all services provided in the Individual Service Strategy areas (ISS) to reflect needs and goals as determined by individual assessment. The ISS is a universal tool that outlines the progress and services to be provided to each youth. It will require continuous updating and must accurately reflect and measure the individual's current progress while enrolled in the program. County has developed an ISS for standard use, and any modification to the prescribed form must be approved by County. **Please note: Only County issued ISS is acceptable.**

5.7 Mandatory Services

Contractor will be required to provide youth that are enrolled in the Summer Youth Jobs program with 100 – 160 hours of paid work experience. Work experience must take place in an environment that promotes competencies, foundation skills and personal qualities that are needed for solid job performance.

5.8 Mandatory Expenditure Requirements

Each Contractor will be required to expend at a minimum seventy percent (70%) of their total allocation on direct services to participants, which includes, but not limited to wages, fringe benefits and all supportive services. Twenty-five percent (25%) of the program enrollment will be required for direct services for CalWORKs eligible participants.

5.9 Summer Employment Opportunities/Paid Work Experience

5.9.1 Contractor shall provide all youth enrolled into the program with paid work experience.

5.9.2 Contractor shall offer youth paid work experience incorporating Secretary's Commission On Achieving Necessary Skills (SCANS). Contractor should offer work activities that will achieve the following goals:

- Build and refine a strong work foundation and employment competencies;
- Experience in the discipline of work;
- Gain an appreciation of the connection between work and learning which is critical to a long-term attachment and success in a rapidly changing labor force.

5.10 Payments to Participants

No payments to participants shall be made until youth are placed on jobs and shall only be paid for actual hours worked. Time spent in orientation and or assessments will not be paid. All payments will be made on a timely basis.

5.11 Measurable Indicators

5.11.1 Contractor shall guide participants down a path to a successful transition into the workforce, continued education and or skills training

5.11.2 Measurable benchmarks may include the following:

- Remain in school
- Dropout returned to school
- Entered/returned to college
- Completed major level of education
- Entered Military service
- Entered unsubsidized employment
- Entered unsubsidized/subsidized training program/apprenticeship

5.12 Worksites

When selecting worksites, Contactor shall have an evaluation on file and documentation of the following:

- Provided Supervisor Orientation – Orientation was provided to all supervisors of the Summer Youth Job participants concerning the objectives, regulations, policies and procedures of this program.
- Payroll and Worker's Compensation Costs – Provide payroll services to their selected Contractors, or ensured that their Contractors administer their own payroll services. Obtain and maintain the required Liability and Worker's Compensation Insurance. Certification of such insurance shall be provided upon execution of the Agreement and shall comply with the conditions of County Insurance Requirement in Section 1000 et, al. as set forth in the Contract.
- Provided Safe Work Sites – Ensure that each worksite provides a sanitary and non-hazardous work environment; each worksite must provide emergency instructions in case of fire or earthquake, etc.
- Executed Worksite Agreement – Develop and maintain a signed agreement with each worksite agency which sets forth the operational specifics of the worksite agreement, the mutual responsibilities of the site supervisor and Contractor, and the program procedures to be followed. This agreement

shall be signed by both parties and maintained on file by your agency with a copy at the worksite.

5.13 Record Keeping

Contractor shall maintain retrievable records relating to the performance of this Contract, in accordance with Section 8.43, Records and Records Retention and Inspection of the Contract.

6.0 HOURS/DAYS OF WORK

Contractor shall be required to provide summer youth jobs services for the hours listed under Attachment A, Technical Exhibit 3. 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.

7.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, service, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce the number of points on future Request For Proposals (RFP).
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

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

This section does not preclude County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.49, Termination for Convenience.

7.1 REPORTING REQUIREMENTS

Contractors shall use the monthly Management Information Systems (MIS) database to transmit their report forms. Contractors are to submit their updated MIS database on a monthly basis no later than the fifth (5th) working day of each month via e-mail transmission to:

MIS Analyst: HUMBERTO CHAIREZ
E-MAIL; hchairez@css.co.la.ca.us

7.2 PERFORMANCE MEASURES

- 7.2.1** Contractor shall demonstrate, in writing, how the services impact the measurable outcomes in 5.11, upon County's request.

TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENT SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY CHART

Technical Exhibit 1

REFERENCE	PERFORMANCE REQUIREMENTS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	POINT PENALTY ON FUTURE RFP
5.0 - Contract Sum Invoices and Payments Paragraph 5.5.4	Contractor submits invoices by the 15 th calendar day following the month of service.	Inspection of files	0.0%	50 points per occurrence
7.0 - Administration of Contract Paragraph 7.3 - Background and Security Investigations	Contractor's staff passed a background investigation to the satisfaction of County.	Inspection of files	0.0%	50 points per occurrence
7.0 - Confidentiality Paragraph 7.4 - Contractor Employee Acknowledgement and Confidentiality Agreement	Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to Contractor Employee Acknowledgment and Confidentiality Agreement	Inspection of files	0.0%	50 points per occurrence
8.0 - Terms and Conditions Paragraph 8.43 - Record Retention & Inspection	All required documents: invoices, check stubs, Confidentiality Agreements, business licenses, drivers license, and certificates related to the services are maintained. All such records are available to County during the term of this Contract and for a period of five (5) years thereafter.	Inspection of files	0.0%	50 points per occurrence
Statement of Work Section 2.0 - Quality Control	Contractor submitted QC Plan prior to the start of the Contract which was approved by County.	Inspection of files	0.0%	50 points per occurrence
Statement of Work Section 3.2 - Contract Discrepancy Report	Upon receipt of Contract Discrepancy Report, Contractor responded in writing to the CCA within five (5) working days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the report was submitted to the CCA within (10) ten workdays.	Inspection and Observation	0.0%	50 points per occurrence

REFERENCE	PERFORMANCE REQUIREMENTS	MONITORING METHOD	Allowable Deviation from Acceptable Quality Level (AQL) %	POINT PENALTY
Statement of Work Section 3.4 - Hours of Operation	Contractor provides summer youth jobs services between 7:00 a.m. and 6:00 p.m., Monday through Friday except designated County Holidays.	Inspection & Observation User Complaints	0.0%	100 points per occurrence
Statement of Work Section 5.3.1 - Project Manager	Contractor provides a full-time Project Manager who can be accessed from 7:00 a.m. to 6:00 p.m., Monday through Friday.	Inspection & Observation User Complaints	0.0%	100 points per occurrence
Statement of Work Section 5.3.3 - Project Manager	Contractor shall provide a Project Manager who has full authority to act for Contractor on all matters relating to the daily operations of the Contract. Project Manager must be able to effectively communicate, in English, both orally and in writing.	Inspection & observation	0.0%	50 points per occurrence
Statement of Work Section 5.4.2 - Personnel	Contractor conducted background check on all staff providing services relating to this Contract. All background checks are kept on file and available for review upon County's request.	Inspection of files	0.0%	100 points per occurrence
Statement of Work Section 5.5 Contractor's General Guidelines Paragraph - 5.5.1	Contractor shall provide services to youth between the ages of 14-21 who are low income or at risk	Inspection of files	0.0%	100 points per occurrence
Statement of Work – Section 5.5 Contractor's General Guidelines Paragraph 5.5.2	All participants will receive a minimum of 100 hours and a maximum of 160 hours of paid employment.	Inspection of files	0.0%	100 points per occurrence
Statement of Work – Section 5.5 Contractor's General Guidelines – Paragraph 5.5.3	All participants will be paid minimum wage according to California Labor Code (Section 1182.11) for participation in the program.	Inspection of files	0.0%	100 points per occurrence

REFERENCE	PERFORMANCE REQUIREMENTS	MONITORING METHOD	Acceptable Deviation from Acceptable Quality Level (AQL) %	PENALTY/FEE
Statement of Work – Section 5.6 Program Design Requirements – Paragraph 5.6.1	Contractor must document all services provided in the Individual Services Strategy areas (ISS) to reflect needs and goals as determined by individual assessment.	Inspection of files	0.0%	50 points per occurrence
Statement of Work – Section 5.8 Mandatory Expenditure Requirements	Contractor will expend a minimum of 70% of their total allocation on direct services to participants, which includes, but not limited to wages, fringe benefits and all supportive services.	Inspection of files	0.0%	100 points per occurrence
Statement of Work – Section 5.8 Mandatory Expenditure Requirements	Contractor will expend 25% of their allocation for direct services to CalWORKs eligible participants.	Inspection of files	0.0%	100 points per occurrence
Statement of Work – Section 5.10 Payments to Participants	No payments shall be made until participants are placed on jobs and shall only be paid for actual hours worked.	Inspection of files	0.0%	100 points per occurrence
Statement of Work – Section 5.12 Worksites	Contractor shall ensure that each worksite provides a sanitary and non-hazardous work environment.	Inspection of files	0.0%	100 points per occurrence
Statement of Work – Section 5.12 – Worksites	Contractor must provide payroll services to their selected Contractors, or ensure that their Contractors administer their own payroll services.	Inspection of files	0.0%	50 points per occurrence
Statement of Work – Section 5.12 – Worksites	Contractor must obtain and maintain the required Liability and Worker's Compensation insurance, certification of such insurance shall be provided upon execution of the Agreement.	Inspection of files	0.0%	100 points per occurrence
Statement of Work – Section 5.12 – Worksites	Contractor must develop and maintain a Worksite Agreement, which sets forth the operational specifics, the mutual responsibilities of the site supervisor and Contractor, and the program procedures to be followed.	Inspection of files	0.0%	50 points per occurrence
Statement of Work – Section 5.12 Worksites	Contractor shall provide orientation to all supervisors of the Summer Youth participants concerning the objectives, regulations, policies and procedures of this program.	Inspection of files	0.0%	50 points per occurrence

TECHNICAL EXHIBIT 2
CONTRACT DISCREPANCY REPORT

TECHNICAL EXHIBIT 3
REQUIRED SUMMER YOUTH JOBS SERVICES

REQUIRED SUMMER YOUTH JOBS SERVICES**CONTRACTOR'S NAME
AND LOCATION:****"CONTRACTOR"****HOURS OF OPERATION:**

7:00 a.m. to 6:00 p.m.

DAYS OF OPERATION:Monday through Friday, excluding County-observed
Holidays pursuant to 5.2.2 of the Statement of Works

TECHNICAL EXHIBIT 4
MONTHLY INVOICE FORMAT

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
SUMMER YOUTH JOBS PROGRAM
JULY 1, 2006 – SEPTEMBER 30, 2006

MONTHLY INVOICE FORMAT

Month _____

AGENCY NAME: _____
PROGRAM: SUMMER YOUTH JOBS PROGRAM
CONTRACT PERIOD: JULY 1, 2006 – SEPTEMBER 30, 2006
CONTRACT NUMBER: _____

I. Administrative Costs (See Attachment I)

Monthly Amount

Employer Salaries _____
Employer Benefits _____

Sub-Total \$ _____

II. Indirect Costs (See Attachment II)

\$ _____

III. Participants Served (See Attachment III)

Supv. District	Number of Participants	Hourly Rate	Monthly Amount
1			
2			
3			
4			
5			

Sub Total \$ _____

GRAND TOTAL \$ _____

Contractor's Signature

Date Signed

Prepared By

Title

Contact Phone Number

FOR CSS USE ONLY

County Contract Administrator Signature

Approval Date

Program Accounting Approval

Date to Fiscal Operation

Date

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
SUMMER YOUTH JOBS PROGRAM
JULY 1, 2006 – SEPTEMBER 30, 2006**

PERSONNEL SCHEDULE

Agency Name _____

Month _____

Employee Name	Position Title	Annual Salary	% of Time	% of Time Monthly
Sub-Total Employee Salaries				
EMPLOYER EXPENSES, CONTRIBUTIONS AND BENEFITS				
Employees Taxes/Benefits				
Employee Name	Position Title			TOTAL
Sub-Total Employee Benefits				
GRAND TOTAL				

TECHNICAL EXHIBIT 5
MONTHLY MANAGEMENT REPORT

ATTACHMENT B

(EXCEL DOCUMENT)

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

Attachment B
Page 1 of 7

**SUMMER YOUTH JOBS PROGRAM
BUDGET SUMMARY**

JULY 1, 2006 - SEPTEMBER 30, 2006

AGENCY NAME: City of Torrance as Administrative Entity for
the Carson/Lomita/Torrance Workforce Investment Network

CONTACT NAME: _____

CONTACT TELEPHONE: _____

A. COST ACTIVITY SUMMARY

TOTAL COST: _____ \$94,000

SUMMER YOUTH JOBS ACTIVITY	AMOUNT BUDGETED	% ALLOCATED
ADMINISTRATION COSTS Period Ending 9/30/06	\$14,100.00	15%
PROGRAM COSTS Period Ending 9/30/06	\$79,900.00	85%
TOTAL COSTS	\$94,000.00	100%

B. ALLOCATIONS BY SUPERVISORIAL DISTRICT FOR SUMMER YOUTH JOBS PROGRAM

SUMMER YOUTH JOBS PROGRAM	I	II	III	IV	V	TOTAL
ADMINISTRATION COSTS Period Ending 9/30/06				\$14,100.00		14,100.00
PROGRAM COSTS Period Ending 9/30/06				\$79,900.00		79,900.00
TOTAL				\$94,000.00		94,000.00

C. QUARTERLY EXPENDITURES OF PROGRAM COSTS - CUMULATIVE

SUMMER YOUTH JOBS PROGRAM	JULY	AUGUST	SEPTEMBER	TOTAL
ADMINISTRATION COSTS Period Ending 9/30/06	\$2,820.00	\$8,460.00	\$14,100.00	\$14,100.00
PROGRAM COSTS Period Ending 9/30/06	\$15,980.00	\$47,940.00	\$79,900.00	\$79,900.00
TOTAL COSTS	\$18,800.00	\$56,400.00	\$94,000.00	\$94,000.00

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

Attachment B
Pg 2 of 7

SUMMER YOUTH JOBS PROGRAM

City of Los Angeles Joint Powers Authority for the Carson/Lomita/Torrance
Workforce Investment Network

AGENCY NAME: _____

LINE ITEM EXPENDITURES			
PERSONNEL COSTS	Period 7/1/06 - 9/30/06		TOTAL
	ADMINISTRATIVE	PROGRAM	
Staff Salaries & Wages	\$ 9,606.00	\$ 6,767.00	\$ 16,373.00
Staff Fringe Benefits	\$ 4,494.00	\$ 3,166.00	\$ 7,660.00
Sub-Total Personnel Costs	\$ 14,100.00	\$ 9,933.00	\$ 24,033.00

NON-PERSONNEL COSTS	Period 7/1/06 - 9/30/06		TOTAL
	ADMINISTRATIVE	PROGRAM	
Facility (Rent)		\$ 2,151.00	\$ 2,151.00
Utilities (Telephone, Gas, Electricity, Water)			\$ -
Janitorial Services			\$ -
Maintenance Repairs			\$ -
Monitoring			\$ -
Computer Hardware/Software Purchase			\$ -
Office Equipment			\$ -
Training Materials			\$ -
Consumable Supplies		\$ 93.50	\$ 93.50
Advertisement			\$ -
Print / Reproduction			\$ -
Professional Services			\$ -
Consultant			\$ -
Audit			\$ -
Travel		\$ 222.50	\$ 222.50
Meeting/Conferences			\$ -
Insurance:			\$ -
A) Liability/Automobile			\$ -
B) Building			\$ -
C) Other Insurance			\$ -
Staff Training/Workshops/TA			\$ -
Other Miscellaneous			\$ -
Sub-Total Non-Personnel Costs		\$ 2,467.00	\$ 2,467.00

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

SUMMER YOUTH JOBS PROGRAM
LINE ITEM BUDGET (2)

LINE ITEM EXPENDITURES			
PARTICIPANT COSTS	Period 7/01/06 - 9/30/06/06		TOTAL
	ADMINISTRATIVE	PROGRAM	
Participant Wages / Work Experience		\$ 45,225.00	\$ 45,225.00
Participant Fringe Benefits		\$ 4,522.50	\$ 4,522.50
OJT Employer Reimbursement			
Tuition Payments / Vouchers			
Vocational Exploration			
Limited Internships			
Stipends			
Incentive			
Bonus Payments			
Child Care			
Transportation			
Housing Costs			
Uniforms/Work Related Tool Costs			
Other Supportive Services (Specify)			
Sub-Total Participant Costs		\$ 49,747.50	\$ 49,747.50
NOTE: THE SUB-TOTAL FOR PARTICIPANT COSTS MUST EQUAL AT LEAST 70% OF THE TOTAL ALLOCATION			
SUBCONTRACTORS COSTS*	Period 7/01/06 - 9/30/06/06		TOTAL
	ADMINISTRATIVE	PROGRAM	
Los Angeles Unified School District		\$ 17,752.50	\$ 17,752.50
Sub-Total Subcontractors Costs		\$ 17,752.50	\$ 17,752.50
**Indirect Cost Rate			
% of Total Allocation			
Sub-Total Indirect Cost			
GRAND TOTAL	\$ 14,100.00	\$ 79,900.00	\$ 94,000.00

* INDICATE THE NAME OF ALL SUBCONTRACTOR(S). SERVICES TO BE PROVIDED BY NAMED SUBCONTRACTORS MUST BE REFLECTED IN THE STATEMENT OF WORK.

** IF INDIRECT RATE IS CHARGED, A COST RATE LETTER MUST BE INCLUDED FROM A COGNIZENT STATE OR FEDERAL AGENCY

91
**COUNTY OF LOS ANGELES
 COMMUNITY AND SENIOR SERVICES**

SUMMER YOUTH JOBS PROGRAM

NON-PERSONNEL SCHEDULE

Contractor Name: City of Torrance as Administrative Entity for Carson/Lomita/Torrance WiN

LINE ITEM EXPENDITURES		
LINE ITEM EXPENDITURES	Description/Justification For Line Item Expenditures (Show All Calculations Where Possible)	TOTAL
Facility (Rent)	3% of Facility Lease = \$717 x 3 mo.	\$ 2,151.00
Utilities (Telephone, Gas, Electricity, Water)		
Janitorial Services		
Maintenance Repairs		
Monitoring		
Computer Hardware/Software Purchase		
Office Equipment		
Training Materials		
Consumable Supplies	Paper supplies and copy charges @ \$46.75/mo x 2 mo	\$ 93.50
Advertisement		
Print / Reproduction		
Professional Services		
Consultant		
Audit		
Travel	2 mo. @250mi.= 500 miles @ .445 per mile	\$ 222.50
Meeting/Conferences		
Insurance:		
A) Liability/Automobile		
B) Building		
C) Other Insurance		
Staff Training/Workshops/TA		
Other Miscellaneous		

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

Attachment B
Page 6 of 7

SUMMER YOUTH JOBS PROGRAM

JULY 1, 2006 - SEPTEMBER 30, 2006

PARTICIPANT COST CATEGORY	
CATEGORY	PARTICIPANT COST
PARTICIPANT WAGES	\$ 45,225
PARTICIPANT FRINGE BENEFITS	\$ 4,523
GRAND TOTAL	\$ 49,748

EMPLOYER EXPENSES, CONTRIBUTIONS AND BENEFITS	
CATEGORY	PARTICIPANT FRINGE BENEFITS
FICA	\$ 3,560
H.I.T.	\$ 510
Workers Compensation	\$ 452
GRAND TOTAL	\$ 4,522

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

SUMMER YOUTH JOBS PROGRAM

JOB DESCRIPTION

CONTRACTOR NAME: City of Torrance as Administrative Entity for Carson/Lomita/
Torrance Workforce Investment Network

POSITION TITLE: _____ **No. of Positions:** _____

Provide a brief description of 1) the minimum qualifications (experience/technical skills) required for the position and 2) the responsibilities and duties for the above titled position charged to this program:
(Attach as many additional sheets as needed)

1. QUALIFICATIONS:

See attached job description

2. DUTIES AND RESPONSIBILITIES:

See attached job description

ATTACHMENT C
CONTRACTOR'S EEO CERTIFICATION

ATTACHMENT C

BIDDER'S/OFFEROR'S EEO CERTIFICATION

Bidder's/Offeror's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, 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, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION**(circle one)**

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

Name and Title of Signer_____
Signature_____
Date

ATTACHMENT D
EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT FORM

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

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

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and County of Los Angeles.*

_____ **(Initial and date)**

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from County of Los Angeles. County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

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

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

_____ *(Initial and Date)*

CONFLICT OF INTEREST POLICY

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

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

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

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Working Title: _____

Original: Contractor
Copy: Contractor Employee

ATTACHMENT E
CONTRACTOR'S NONDISCRIMINATION
IN SERVICE CERTIFICATION

ATTACHMENT E

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*, 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.

BIDDER'S/OFFEROR'S CERTIFICATION**(circle one)**

- | | | |
|--|-----|----|
| 1. Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. 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, Contractor has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Name and Title of Signer

ATTACHMENT F
JURY SERVICE ORDINANCE

ATTACHMENT F

CONTRACTOR EMPLOYEE JURY SERVICE**2.203.010 Findings**

The Board of Supervisors makes the following findings. 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 County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, County of Los Angeles has determined that it is appropriate to require that the businesses with which County Contracts possess reasonable jury service policies.

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 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, 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 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

CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card 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 the lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or Contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

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.

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 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 employees' regular pay the fees received for jury service.

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 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.

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies

For a Contractor's violation of any provision of this chapter, 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 Contractor.

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.

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.

ATTACHMENT G
CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Federal 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.

.....	CERTIFICATION	YES	NO
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. 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.		()	()

R

Proposer or Contractor is registered with the California Registry of Charitable Trusts under 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 Regulations, Sections 300-301 and Government Code sections 12585-12586.	()	()
---	-----	-----

Signature

Date

Name and Title (please type or print)

ATTACHMENT H
COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:Name: Pam EverettCounty Project Manager

Title: _____

Address: 3175 West Sixth StreetLos Angeles, CA 90020Telephone No.: (213) 738-3094Facsimile No.: (213) 487-0379Email Address: peverett@css.co.la.ca.us**COUNTY'S CONTRACT ADMINISTRATOR:**Name: Sandra SmallsTitle: County Contract AdministratorAddress: 3175 West Sixth StreetLos Angeles, CA 90020Telephone No.: (213) 738-8355Facsimile No.: (213) 487-0379E-Mail Address: smallssandra@css.co.la.ca.us

ATTACHMENT I
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION**City of Torrance, Administrative Entity for the
Carson/Lomita/Torrance Workforce Investment Network****Contractor's Name****CONTRACT NO.** _____**CONTRACTOR'S PROJECT MANAGER:**Name: Nancy ManfrediTitle: .. Senior Project Leader, Youth ProgramsAddress: One Civic Plaza, Suite 500, Carson, CA 90745Telephone No.: (310) 518-8100Facsimile No: (310) 518-8214Email Address: NManfredi@torrnet.com**CONTRACTOR'S AUTHORIZED OFFICIAL (S):**Name: Patricia D. UnangstTitle: .. WiN ManagerAddress: One Civic Plaza, Suite 500, Carson, CA 90745Telephone: (310) 518-8129Facsimile: (310) 518-8214E-Mail Address: PUnangst@torrnet.com

Notices to Contractor shall be sent to the following address:

..... One Civic Plaza, Suite 500..... Carson, CA 90745

ATTACHMENT J
SAFELY SURRENDERED BABY LAW
FACT SHEET

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brattfwalte Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:20 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT K
INTERNAL REVENUE SERVICE NOTICE (NO. 1015)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

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.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

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 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

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 by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

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 the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 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 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2004)

ATTACHMENT L
INDIVIDUAL SERVICE STRATEGY (ISS)

**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES
SUMMER YOUTH JOBS PROGRAM
INDIVIDUAL SERVICE STRATEGY (ISS)**

CONTRACTOR _____ **DATE** _____

NAME	DATE OF BIRTH	LAST 4 DIGITS OF SSN

PAID WORK EXPERIENCE

FROM/TO	JOB TITLE	JOB DESCRIPTION AND DUTIES

SERVICE CONSIDERATION

Are there any physical limitations or medical conditions, which may restrict your ability to perform certain job? NO () YES ()

If YES, please explain: _____

Medication	NO () YES () If YES, for what purpose: _____
------------	--

BARRIERS

() Special Education () Pregnant () Single HOH () Criminal Record

() GED Needed () Parenting () Language Barrier () Homeless

() High School Dropout () Single Parent () Alcohol/Substance () Other

Describe Barriers _____

PROGRAM SERVICE PLAN

PAID WORK EXPERIENCE	() Office Clerk () Recreational Aid () Teacher's Aid () Maintenance Worker () Other
SUPPORT SERVICES	() Transportation () Childcare Is participant enrolled in Cal Learn: No () Yes ()

