

32181

TRANSITIONAL SUBSIDIZED EMPLOYMENT (TSE)

AGREEMENT NO. 10 – H1372

THIS AGREEMENT is made and entered into this 1st day of January 2011, between the City of Hawthorne, a municipal corporation, by its Job Training & Development Department on behalf of the South Bay Workforce Investment Board, hereinafter referred to as "City" and the **City of Long Beach**, administering entity for the Pacific Gateway Workforce Investment Network and its, hereinafter referred to as "Contractor", with its principal place of business located at 3447 Atlantic Avenue, 3rd Floor, Long Beach, CA 90807.

WHEREAS, this Agreement is a Subcontract under the terms of prime Contract No. COH07001 between City and the County of Los Angeles Department of Public Social Services (DPSS) to provide Direct and Intermediary Services for the provision of Greater Avenues for Independence (GAIN) Program Vocational Education and, Training Services; and

WHEREAS, All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles; and

WHEREAS, the County amended Agreement No. COH07001 to provide funds for the City to provide Transitional Subsidized Employment Program services to CalWORKS participants; and

WHEREAS, County has determined that effective and efficient administration of the Transitional Subsidized Employment Program requires subcontract(s) with one or more one-stops/workforce career centers/service providers; and

WHEREAS, the City is the Administrative Entity for the South Bay Workforce Investment Board (SBWIB) and is authorized to act for purposes of this Agreement; and

WHEREAS, Contractor represents itself as being qualified and capable of providing said services in accordance with all the rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations provided herein, the parties hereto agree as follows:

I -- CONTRACTOR REQUIREMENTS/RESPONSIBILITIES

Contractor shall be required to provide Transitional Subsidized Employment Services as set forth in the Exhibits listed below, attached hereto and incorporated herein by this reference:

Exhibit A -- Program Outline and Contractor Duties

Exhibit B -- Compensation Schedule

Exhibit C -- Request for Cash/Invoice Form (STEP)

Exhibit D -- City of Hawthorne/SBWIB - Gain Unit Complaint Resolution

Procedures

Exhibit E -- Confidentiality Agreement

Exhibit F - Safely Surrender Baby Law

Further Responsibilities.

Contractor shall:

A. Fully cooperate with authorized representatives of the South Bay Workforce Investment Board (SBWIB), the City, State and Federal governments including independent auditors, seeking to interview any program participant or staff member of Contractor. Contractor shall allow representatives to evaluate, inspect and/or monitor those facilities and operations of Contractor that are directly involved in the implementation of programs funded through this Agreement. Contractor shall also respond in a timely manner to any and all concerns raised by these authorized representatives. This response must be in writing and always submitted to the City. The City shall be directly responsible for all formal responses submitted as a result of an audit, inspection and/or performance review.

B. Provide services funded under this Agreement only to individuals determined eligible under CalWORKS guidelines as designated by the County of Los Angeles and the SBWIB.

C. Develop employer worksites on an ongoing basis to serve CalWORKS participants referred to the contracted agency.

D. Provide facilities that are adequate to fulfill the requirements of this Agreement.

E. Provide services as described in Exhibit A.

F. Provide Insurance Certificates as described in Section VI before this Agreement can be implemented.

II - COMPENSATION

A. The parties agree that this shall be a fee for service and cost reimbursement agreement that shall be reimbursed in accordance with Transitional Subsidized Employment/Paid Work Experience Compensation Schedule as described in Exhibit "B".

1. City of Hawthorne/SBWIB Request for Cash Monthly Invoice Request - Contractor shall document its expenditures using the invoice approved and provided by the City as described in Exhibit "D."

2. Monthly Invoice Submission - Contractor shall submit to the City, on forms provided by the City, a complete and accurate monthly invoice including allowable accruals on forms approved and provided by the City.

3. Final invoices must be submitted not later than March 21, 2012, or at such other time as requested by the City in writing. In the event that Contractor is unable to meet this deadline; Contractor's most recent invoice will be used for closeout purposes; invoices received after this period will not be honored.

B. There are no administrative costs associated with this Agreement. Allowable costs for services shall be based on actual costs. Any costs incurred in excess of this Agreement

shall be the sole responsibility of Contractor. Contractor shall be responsible for projecting, tracking and reporting all expenditures.

C. Contractor shall make no additional claims for costs, charges, or fees, nor shall Contractor receive additional payment, compensation or any form of reimbursement from the City, SBWIB, Subcontractor or any individual participants, other than as specifically detailed in this Agreement.

D. Notwithstanding the provisions concerning the term of the Agreement, funding shall be provided according to the following provisions:

1. The acceptance by the City of the performance of the Contractor under the terms of the Agreement.

2. The availability of County funds to City.

3. When payment becomes due and owing, Contractor shall invoice the City for the amount due and City shall be required to reimburse Contractor as soon as reasonably practical and in the ordinary course of City business.

4. Payments to the Contractor may be withheld by the City if the Contractor fails to comply with any provision of this Agreement.

5. Contractor agrees to expend funds per Exhibit B.

6. Contractor shall be responsible to repay any disallowed costs as determined by the City, or its agent, or County.

E. Cash Advances. Contractor shall request no cash advances.

F. City's obligation to compensate Contractor shall be contingent upon receipt by City of said funds from the County of Los Angeles. The City is not obligated to compensate Contractor unless and until funds are received from the County of Los Angeles.

III -- TERM OF AGREEMENT

The term of the Agreement will commence effective upon the date of its execution and will be on a month-to-month basis. It will automatically extend for additional one-month increments for a total time period not to exceed March 31, 2012. Each monthly extension will occur without notice unless or until notice is given by the City to Contractor indicating that an additional one-month term will not be automatically extended.

IV -- MODIFICATIONS

This contract fully expresses the agreement of the parties. Any modification or amendment of the terms of this contract must be by means of an executed amendment entered into and approved by both parties. No oral conversation between any officer or employee of the parties shall modify this contract in any way.

V -- ASSIGNMENTS AND SUBCONTRACTORS

A. Contractor shall neither assign this Agreement nor enter into any subcontract for the performance of services required herein without securing the prior consent of City/SBWIB. Any attempt by the Contractor to subcontract any performance of services under this Agreement without the prior written consent of the City/SBWIB shall be null and void and shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement in accordance with the provisions of Section XXII of this Agreement.

B. Contractor's request to the City/SBWIB for approval to enter into a subcontract shall include:

1. A description of the services to be provided by the subcontractor.
2. Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
3. Any other information or certification requested by the City/SBWIB.

C. In the event the City/SBWIB consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of an Agreement with the County of Los Angeles Department of Public Social Services and City and shall be subject to all the provisions of such Agreement. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

D. All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the City. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the City shall not be construed to constitute a determination of an allowable cost under this Agreement.

E. The Contractor agrees that it shall be held responsible to the City for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such Agreement forwarded to the City at or about the time of execution.

F. The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the City shall have no liability or responsibility with respect thereto.

G. The Contractor shall not assign or subcontract any part or all of its interest in this Agreement without written approval from the City/SBWIB.

H. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the City for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and Federal regulations,

directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

VI -- CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

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

VII -- CONSIDERATION OF GAIN OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date of this Agreement, 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 Contractor will interview qualified candidates. County will refer GAIN/GROW participants, by job category, to Contractor.

VIII -- INSURANCE

Contractor agrees to maintain in force at all times Comprehensive General Liability Insurance that willfully protect the Contractor, City and County from claims arising out of any act or employer's liability laws. Contractor, prior to the commencement of a subcontract with the City, shall deliver to the City, a current certificate evidencing the required insurance coverage, secured through carriers reasonably satisfactory to the City. Contractor shall maintain coverage and limits as follows:

A. General Liability Insurance

Contractor is required to maintain a general liability insurance policy (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

B. Automobile Insurance

If the Contractor, in conducting activities under this Agreement, uses motor vehicles, Contractor is required to maintain an automobile insurance policy (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto." Should Contractor and its employees not use any motor vehicles to provide the services required under this agreement, Contractor shall furnish to the City, on Contractor's letterhead, a letter stating "Company owned or operated vehicles will not be used to perform any of the services contemplated by the agreement between Contractor and the City of Hawthorne."

C. Workers Compensation

Contractor is required to maintain insurance providing workers compensation benefits for subcontractor's employees, as required by the Labor Code of the State of California or by any other state, and for which sub-contractor is responsible. Such 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

Contractor shall not be responsible to provide workers compensation benefits for participants under this subcontract agreement. The parties hereto further agree and recognize that the participants assigned to Subcontractor's worksites are not employees of SUBCONTRACTOR and are not entitled to any benefits to which Contractor's employees are entitled, including, but not limited to, unemployment insurance, state disability, or health insurance.

D. Certificates of Insurance

Contractor shall furnish to City evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements:

1. Policies shall stipulate that the City of Hawthorne, its employees, officers and agents and the County, its Special Districts, its officials, officers and employees be named as additional insured and that the City be given 30 days written notice of any modification or cancellations of insurance by the carrier.
2. Insurance shall not be canceled or terminated without 30 days written notice to City.
3. Insurance shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of Contractor's insurance.
4. Insurance shall be maintained for the duration of the agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in section III.

E. Self-Insurance

Notwithstanding the insurance required above, City, at its own option, may accept

as an equivalent for any such coverage, evidence of an on-going program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall be subject to approval of the Chief Counsel of the City.

IX -- HOLD HARMLESS

Contractor agrees to indemnify, defend, save and hold harmless City, its officers, employees, and agents against any and all costs, expenses, claims, suits, and liability for bodily or personal injury to or death of any person and for injury to or loss of any property, or for any indebtedness or obligations, resulting there from or arising out of and in any way connected with the alleged negligence or wrongful acts or omissions of Contractor, its officers, employees, contractors, agents or representatives, in performing or failing to perform any services required herein to be performed by Contractor or incurred by Contractor in disbursing or using any County funds under this Agreement.

The City, its officers, employees, and agents by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of Contractor or any of its officers, employees, contractors, agents or representatives thereof attributable to the services required to be performed or caused by the disbursement and use of County funds by Contractor under this Agreement.

X -- OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor agrees to provide all participants with safety and health protection that shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970 as amended if the participants were employees of the Contractor. Contractor shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

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XI -- COMPLIANCE WITH LAWS

Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated this reference. These shall include, but are not limited to: California Welfare & Institutions Code, California Department of Social Services (CDSS) Manual of Policies and Procedures, Social Security Act, State Energy and Efficiency Plan [Title 24, California Administrative Code], Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR., Part 60], applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, E.O. 11738, Public Law 94-163 of the Energy Policy Conservation Act, and Environmental Protection Agency requirements; Economic Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; applicable Drug Free Workplace Requirements; Office of Management and Budget (OMB) Circulars and applicable compliance supplements; all other Federal, State and local laws, rules and regulations; policies and operating requirements of the City/SBWIB for which the Contractor is provided actual or constructive notice.

Contractor shall maintain all licenses required to perform the services required under this Agreement.

Contractor shall indemnify and hold City harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of Contractor of such laws, rules, regulations, ordinances, directives, provisions, license, and permits, including but not limited to those concerning nepotism, employment eligibility, living wage, civil rights, conflict of interest, wages and hour, and nondiscrimination.

Contractor acknowledges that Los Angeles County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracts are

current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

XII -- RECORDS

A. Access

Contractor agrees that City, County, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement at no cost to City or County.

B. Inspection and Records Retention

The contractor shall make any and all related records, reports, participant files, and other documentation any physical evidence, in addition to documents required by this Agreement, as may reasonably be requested by the City, available for inspection and audit by any Federal, State, or City agency, upon request, for three (3) years from the termination date of this Agreement. In the event the litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

C. Location

The Contractor shall inform the City in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this agreement. The Contractor shall

inform the City in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, beyond the boundaries of the County of Los Angeles shall require prior written approval by the City. If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this Agreement or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor's representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

XIII -- REPORTING REQUIREMENTS

A. General Reporting

Reports, data and information pertaining to matters covered by this Agreement shall be furnished at such times and in such forms as the City may require.

B. SBWIB Monthly Invoice and Close-Out

1. Contractor shall submit to the City, on forms provided by the City, complete accurate monthly SBWIB invoice, including allowable accruals. Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the closeout of the grant within the contracted period. Any other costs not included will be considered disallowed costs.

2. Contractor shall submit to the City, on forms provided by the City, a complete and accurate final close-out invoice including allowable accruals of allowable expenditures incurred during the agreement period.

3. In the event Contractor does not submit a final close-out invoice by the prescribed due day, the City reserves the right to unilaterally close-out the Agreement and use the most recent invoice currently on file at the City for determination of Contractor's final

allowable expenditures. The City will not reimburse the Contractor for any expenditures reported after the **March 21, 2012**, closeout date.

XIV -- REPORTING WELFARE FRAUD, ELDER AND CHILD ABUSE

Contractor shall report all suspected or actual welfare fraud, elder or child abuse discovered by Contractor. Welfare fraud is specified in the State Operations Manual, Section 2000, elder abuse is specified in DPSS Administrative Directive 2898, and child abuse is specified in Penal Code 1116 and 1167. Reports shall be made by telephone call as required by the referenced regulation and followed-up in writing to the GAIN Services Worker (GSW) within three (3) workdays after discovery.

XV -- CONFIDENTIALITY REQUIREMENTS

A. Contractor and its employees shall maintain the confidentiality of any information regarding participants, and the immediate family of any participant, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. The Contractor shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement. However, such may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary for the proper administration of the program.

B. Confidentiality of State/County Records.

Confidential information pertains to any data that identifies an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, Employment

Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Contractor agrees to:

1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a need-to-know basis, as specifically authorized in this Agreement. Instruct all employees with State/County information access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code; section 502 of the Penal Code; section 2111 of the Unemployment Insurance Code; section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

2. Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. State/County confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified/witnessed destruction. Magnetic media are to be demagnetized, or returned to appropriate agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

3. Employees of Contractor who have access to participant files and/or information must complete, sign, and adhere to the "Subcontractor Employee Acknowledgement and Confidentiality Agreement," attached hereto as EXHIBIT E, which is incorporated herein by reference, as if set forth in full. Subcontractor will identify specific staff who will have access to participant files. A copy of this form must be on file prior to a worksite employee commencing any work under to this agreement.

XVI -- CERTIFICATION REGARDING CHILD SUPPORT COMPLIANCE PROGRAM

Contractor, by signing this Agreement, hereby certifies compliance with the Child Support Compliance Act of the State of California, as implemented by the Employment Development Department. Contractor assures that to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. Contractor recognizes and acknowledges the importance of child and family support obligations and shall fully comply with applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) Part 5 of Division 9 of the Family Code. Contractor's failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the Contractor may be ineligible for award of future Agreements if City determines that any of the following has occurred: (1) False certification, or (2) Violation the certification by failing to carry out the requirements as noted above.

XVII -- FISCAL ACCOUNTABILITY

Contractor shall establish and maintain a sound financial management system, based upon Generally Accepted Accounting Principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that SBWIB and County assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting SBWIB and County fund accountability are properly charged to cost categories that permit the preparation of accurate and supportable financial reports.

XVIII -- NOTICES

All notices to be given in accordance with this agreement shall be deemed served by (1) enclosing same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid in the United States Postal Service, or by (2) personal service. For these purposes, the addresses of the parties shall be as follows:

SBWIB

Tracey Atkins, GAIN Unit Manager
South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA 90250

City

Jim Mitsch, City Manager
City of Hawthorne
4455 W. 126th Street
Hawthorne, CA 90250

Contractor

Cherie Gomez
Long Beach Career Transition Center
3447 Atlantic Ave.
Long Beach, CA 90807

XIX - AUDITS AND REQUIREMENTS

Contractor shall allow authorized City, County, State, and Federal representatives to have full access to the Contractor's facilities and all related Transitional Subsidized Employment documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this agreement, including interviewing of Contractor's staff and program participants during normal business hours.

The City shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the City, the City reserves the right to withhold any or all of its funding to the Contractor until such time as they do meet these standards.

The City shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Contractor until such time as they do meet these standards.

The City may require the Contractor to use any or all of the City's accounting or administrative procedures used in planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.

The City reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this agreement.

When a fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of the disallowed costs, in accordance with the procedures established by the City.

XX --CERTIFICATIONS

A. Debarment and Suspension Certification:

By signing this Agreement, the Contractor hereby certifies under penalty of perjury under the laws of the State of California the Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Part 98.510, that the prospective participant, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any Federal Department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification;

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause of default.

5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

B. Lobbying Restrictions:

By signing this Agreement the Contractor hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of Congress, an officer or employee of Congress, or a employee or Member of Congress, in connection with this Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress, in connection with this Agreement, the Contractor shall complete and submit Standard Form - LLL, " Disclosure Form to Report Lobbying", in accordance with its instructions.

C. Nepotism:

By signing this Agreement the Contractor certifies that it shall not hire or permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or other such relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

D. Drug Free Workplace Compliance:

By signing this Agreement the Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein.

E. Nondiscrimination and Affirmative Action:

By signing this Agreement the Contractor hereby certifies that it shall not discriminate against any employee or applicant for employment because of race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religious

creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

XIX—SAFELY BABY SURRENDER LAW

Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law:

A. 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. COUNTY's Department of Public Social Services will supply CONTRACTOR with the poster to be used.

and:

B. Notice to Employees Regarding the Safely Surrendered Baby Law CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in EXHIBIT F (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

XXII -- DISPUTE RESOLUTION AND BREACH

A. Dispute:

Contractor agrees to use City of Hawthorne/SBWIB GAIN Unit Complaint Resolution Procedures (Exhibit E) in attempting to resolve disputes arising from this Agreement. Contractor shall continue performance of the Agreement activities during such dispute and shall

immediately submit written request for informal review and consultation to the SBWIB Administration.

As outlined in the Complaint Resolution Procedures, if the dispute is not resolved within sixty (60) days of such request, City through its Administrative Officer, shall review the disputed matter and, after consultation with the SBWIB Administration and the Contractor, reach a resolution. Contractor shall be issued a decision in writing that shall bind all parties.

Contractor shall be afforded an opportunity to appeal and to offer evidence in support of its appeal. Pending final decision of an appeal, Contractor shall proceed with the performance of the Agreement. Upon final disposition, Contractor shall comply with City's decision.

B. Breach:

In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in a court of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**XXIII--DEFAULT, PROBATION, SUSPENSION, TERMINATION,
AND SANCTION OF FUNDING**

A. Default:

Default, as used in this Agreement, shall mean instances when Contractor fails for any reason to comply with the obligations of this Agreement within the term of Agreement. Actions caused as a result of Contractor's default shall include but are not limited to one or more of the following:

1. Reduction to the total budget or participant allotment;

2. Revisions to the general scope of the Agreement;
3. Place the Contractor on Probationary status;
4. Termination of the Agreement.

B. Probation

1. The City may place Contractor on probationary status for failure to comply with the terms and conditions of this Agreement prohibiting further participant enrollments by giving written notice, which shall be effective upon receipt. Said notice shall set forth the period of probation, reason(s) for probation, and specific terms and conditions of non-compliance.

2. Within five (5) working days, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to written City.

C. Suspension

1. It is mutually understood and agreed that failure of Contractor to comply with any provision of this Agreement, its Exhibits or Attachments is cause for suspension of payments and/or referrals.

2. The City may immediately suspend payments to Contractor prior to termination of the Agreement in whole or in part for the following causes(s):

a. Failure of Contractor to comply in any respect with either the terms and/or conditions of this Agreement.

b. Submittal to City/SBWIB of reports that are incorrect or incomplete in any substantial or material respect.

c. Termination or suspension of grant(s) to City from the Federal or State governments.

d. Failure of Contractor to accept and/or implement any additional conditions that may be required by law, by the Federal government, Executive Order or by regulation of the State, or its agencies responsible for the operation of this program, or the City/SBWIB.

3. Upon suspension of funds, for whatever reason, Contractor agrees not to expend any further funds related to the performance of this Agreement without the express, written consent of City/SBWIB.

D. Termination

1. This Agreement may be terminated in whole or in part by City for cause, which shall include but are not limited to the following:

a. Failure for any reason of the Contractor to fulfill any of its obligations under this Agreement in a timely and proper manner.

c. Suspension or termination of the grant to City/SBWIB, by the County of Los Angeles Department of Public Social Services under which this Agreement is made.

d. Improper use by Contractor of funds provided under this Agreement.

e. Failure to meet performance standards as stipulated in Exhibit "A", attached.

2. This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination, which shall be specified in the notice.

3. Upon termination or cancellation of this Agreement, Contractor shall be responsible for preparation of close-out reports and transmission to City of all documents which are in the possession of Contractor that relate to the performance of the program within the time

and manner prescribed by City in section XI of this Agreement. Final payment to Contractor under this Agreement will be made only after City has determined that Contractor has satisfactorily completed said close-out procedures.

E. Sanction:

Contractor, through the execution of this Agreement, agrees to comply with, the requirements herein, and those requirements of the County of Los Angeles Department of Public Social Services and all applicable Directives/Bulletins from the SBWIB, County or State. Approved sanctions may include but are not limited to the following: fiscal probation, administrative probation, withholding of payment, reobligation/deobligation of Agreement funds, questioned and/or disallowed costs, or suspension/termination of this Agreement. Those sections which may be applied to the agreement will be dependent upon the circumstances(s) of noncompliance.

XXIV- ENTIRE AGREEMENT

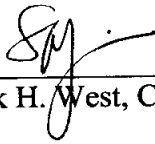
This agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

//

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IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

CITY OF LONG BEACH

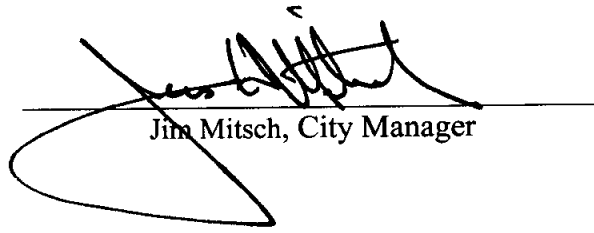


Assistant City Manager

Patrick H. West, City Manager

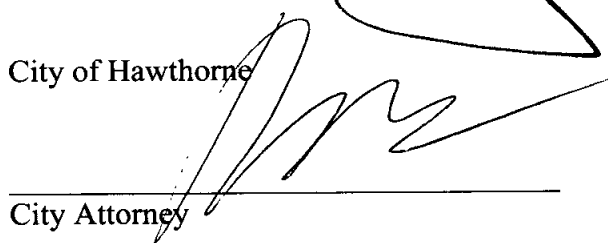
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

CITY OF HAWTHORNE



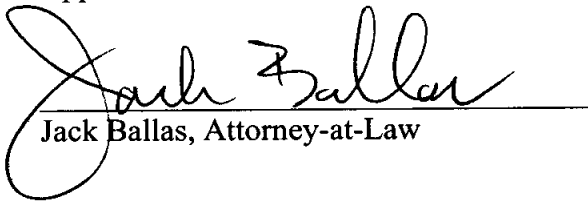
Jim Mitsch, City Manager

City of Hawthorne



City Attorney

Approved as to Form:

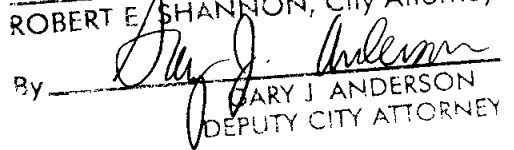


Jack Ballas, Attorney-at-Law

APPROVED AS TO FORM

February 3, 20 11

ROBERT E. SHANNON, City Attorney



MARY J. ANDERSON
DEPUTY CITY ATTORNEY

EXHIBIT A

Program Outline and Contractor Duties

I. General Information

The Transitional Subsidized Employment program provides subsidized employment opportunities for CalWORKs participants. TSE helps participants overcome barriers to employment through fully supervised, paid work experience or on-the-job training (OJT) with the goal of enabling the participant to secure unsubsidized employment after completion of a TSE assignment. A post-assessment activity, Transitional Subsidized Employment is exclusively designed for participants who are unemployed or underemployed. The program features flexible options for workforce engagement in the public, nonprofit, and private sectors by CalWORKs participants and participating employers.

As Employer of Record, the City of Hawthorne/South Bay Workforce Investment Board arranges these services through sub-contract agreements with local One-Stop/Worksource Centers located throughout the County of Los Angeles.

When referred from a local DPSS office to a One-Stop/Worksource Center, participants have completed a vocational assessment and an employment plan has been developed from the results of the assessment specifying a participant's individual plan of action. This plan includes on-the-job-training, paid work experience or other specialized services as required by the participant. The results of the vocational assessment plan are also factored into the participant's employment plan. After review of the assessment, the One-Stop/Worksource Centers enrolls the participant into the program and assigns him/her to the appropriate program activity(ies). Upon completion of the training activity, participants undergo Job Development Services and are placed into unsubsidized employment positions by their referring One-Stop/Worksource Center.

Refugee Employment Program (REP) contractors that are providing case management services for GAIN as either a contractor or subcontractor: as a service provider under this agreement for TSE, your agency cannot make referrals to your own agency.

II. Goals and Contractor Responsibilities

- A. The goal of this program is to enable participants to secure unsubsidized employment after completing authorized subsidized training activities. First priority for participation in this program will be provided to participants who are near the end of their CalWORKs, sixty (60)-month, time limit, and other populations deemed eligible by the County of Los Angeles Department of Public Social Services.
- B. Participants in this program shall be enrolled into one or more of the following authorized subsidized training activities:

1. Subsidized employment in the form of On-the-Job Training or Paid Work Experience linked to in-demand occupations.
2. Pre-exit entry into unsubsidized employment (Direct Placements)

C. One-Stop/Worksource Centers are responsible for the following:

1. Review of assessments from the Department of Public Social Services (DPSS). If necessary, provide supplemental assessments.
2. Referral of participants to LiveScan for employers who request it as a requirement of employment. When referring participants to DPSS offices, first call GAIN Program Division staff for a LiveScan appointment for the participant. Participants cannot be placed at DPSS offices until they have placed LiveScan.
3. Coordination activities as needed with County contracted GAIN offices and GAIN Program staff.
4. Provide services to all participants referred, unless special circumstances exist.
5. In the case of special circumstances, first contact the County to determine if issues can be resolved.
6. Refer participants to contracted Work Experience/OJT sites/Internships.
7. Develop OJT Agreements acceptable to the SBWIB.
8. Provide on-going participant co-case management.
9. Assist with duties concerning worksite recruiting, contracting, and monitoring.
10. Provide payroll services for all clients enrolled into the program including, but not limited to collection of timesheets from worksites and distribution of paychecks to participants on scheduled pay days.
11. Job placement of participants at the end of program activities.
12. Co-enrollment into WIA Program Services as deemed appropriate.

III. One-Stop/Worksource Center Assessment, Allocation, Enrollment, Case Management and Job Placement Services

- A. Assessment Services:** One Stop/Worksource Centers will not duplicate any assessments completed by DPSS and will incorporate all assessment data provided by DPSS into the overall employment plan for each participant. However, employers sometimes require that assessment data be more recent than what is provided by DPSS and in those instances and in the interest of time, Service Providers may be required to reassess some participants.
- B Participant Allocations:** One Stop/Worksource Centers shall receive an initial allocation for the number of participants that they are expected to enroll during the given Program Year. The allocation will be delivered in writing and will specify enrollment goals and timeframes for enrollment by One Stop/Worksource Centers. Over-enrollment above allocation granted to One Stop/Worksource Centers is not permitted, unless specified in writing by the SBWIB GAIN Unit Manager or other authorized representative. Any over-enrollments or other unauthorized participant enrollments may be subject to removal from the I-TRAIN Case Management System. Payment to One Stop/Worksource Centers for such unauthorized enrollments shall not be issued. Allocations are subject to review and are subject to change based upon One Stop/Worksource Center performance.

- C. **Enrollment and Case Management Services:** One Stop/Worksource Centers will employ a co-case management strategy working cooperatively with the case management staff from GAIN and the vocational schools/worksite agencies to ensure that any barrier to training and employment success is quickly addressed. Contractor case managers will specifically focus on development of an immediate employment plan to achieve participant employment goals. They will utilize the SBWIB I-TRAIN System to enroll participants into the program, establish training agreements and provide ongoing follow-up to assist the participant in successfully completing training and entering employment. As barriers are identified, participants will be referred to GAIN for supportive services.

All participants shall be enrolled into I-TRAIN and placed into a subsidized training activity within 20 working days of referral from a GAIN Regional Office or other authorized referral agent. Should the One Stop/Worksource Center not be able to enroll a participant within 20 working days, the One Stop/Worksource Center case manager will provide written notification immediately to the referral liaison for the GAIN Regional Office or other referring agency. As defined herein, an enrollment constitutes reviewing the participant's referral documentation, referring the participant to an authorized worksite provider, the acceptance of the participant by the authorized worksite provider for a subsidized employment activity and the entry of the participant's data into I-TRAIN. A subsidized placement is considered valid upon the submission of a participant's timesheet by the One-Stop/Worksource Center to the City and the issuance of a pay check to the participant.

GAIN Regional Liaisons or other referring agency personnel must be notified if a participant does not attend, leaves, quits, is fired or otherwise drops out of a training assignment within 24 hours of receiving notice from the worksite. A GN6007 Form must be provided to the GAIN Regional Liaison or the participant's GAIN Services Worker. A Verification of Employment form reflecting placement into a subsidized training activity must be provided within 30 days to the GAIN Regional Office or other agent who referred the participant.

One Stop/Worksource Centers shall achieve and maintain a completion rate of not less than 70% for all participants who are placed into an authorized subsidized training activity.

- D. **Job Placement Services:** These services are to be provided to all participants at the completion of paid work experience, on-the-job training and internships. Job placement services will be provided with supported job search assistance, shall be driven by the employment plan developed during initial and subsequent case management activities and will target living-wage employment opportunities. Services will include targeted job development, referral to interviews, access to job search tools (i.e. computers, Internet, phones, fax, e-mail and workshops) and ongoing follow-up to support the participant in successfully entering employment through a self-directed job search.

Participants who are placed into unsubsidized employment shall be tracked for a period of 90 days. Placements must be full-time employment representing a minimum of 32 hours or more per week for a one-parent household and 35 or more hours per week for a two-parent household. All 90 day tracking must be entered via the "Follow Up Information" screen on the I-TRAIN case management system.

Verification of Employment forms shall be submitted to SBWIB following 30 days in unsubsidized employment and within 60 days of a participant entering unsubsidized employment. Verification of Employment forms shall clearly state that the participant has worked for a period of 30 consecutive days and must be signed by an authorized representative from the employer. In the event that this is not possible, pay stubs or other documentation verifying employment of 30 consecutive days shall be deemed acceptable evidence of employment.

One Stop/Worksource Centers and other Selected Service Providers shall have a placement rate of goal 50% for all participants who have completed a training activity, with a retention rate of 50% after 90 days in accordance with the provisions of the Prime Agreement with the County.

- E. **Participant Exit:** All participants must be exited from the program no later than six months following the completion of or withdrawal from their training assignment, whether they have been placed into unsubsidized employment or not. All exits must be entered via the "Termination of Active Enrollment" screen on the I-TRAIN case management system.
- F. **Participant Re-Enrollment:** Participants who have previously been enrolled in the TSE Program are not eligible to re-enroll into program.

IV. Public and Nonprofit Placements – Supervised Paid Work Experience

- A. Participants shall be placed in paid work experience assignments (PWE) in Los Angeles County departments and at contracted public and nonprofit agencies for a maximum of 4 months. The TSE program pays an \$8.00 per hour wage (plus FICA and Workers Compensation). All activity must terminate no later than March 31, 2012.

V. Private Sector Placements

- A. In the private, for profit sector, participants participate in supervised internships for a maximum of 4 months. The TSE program pays \$8.00 per hour (plus FICA and Workers Compensation) in participant compensation during the supervised internship period. All activity must terminate no later than March 31, 2012.

VI. On-the-Job-Training (OJT)

- A. On-the-Job Training (OJT) is an activity whereby participants are hired by local businesses, non-profit organizations, and public agencies at the wage paid by the employer to other employees performing similar work. The participant will be on the
-

employer's payroll during the training period of up to 4 months. The TSE program will reimburse the employer at a maximum rate of \$8/hr. Any wage amount over the \$8hr will be the responsibility of the employer. The business is expected to retain the participant after the assignment period has ended, if the employee's performance is satisfactory. Employer reimbursement will terminate on or before March 31, 2012.

VII. Technical Assistance: Contact the appropriate staff listed below at 310-970-7700.

Program Manager	Tracey Atkins
Procurement and Contracts	James "Jimmy C" Carradine
Fiscal	Dori Giulea/Charles Douglas
MIS	Jose Gutierrez

**EXHIBIT B
TRANSITIONAL SUBSIDIZED EMPLOYMENT/PAID WORK
EXPERIENCE COMPENSATION SCHEDULE**

Assessment, Job
Development and Case
Management Services

Monthly

Submission of SBWIB invoice is based upon the following: 75% (**or \$1,200.00**) to be billed upon the review and acceptance of all required documentation from DPSS offices and the enrollment and placement of a participant into an authorized subsidized training activity. The remaining 25% (**or \$400.00**) shall be billed upon participant completion of 30 days in unsubsidized employment (not to exceed \$1,600) per client.

Public and Nonprofit
Placements - Supervised
Paid Work Experience

N/A

Contractor will refer participants into paid work experience utilizing form(s) provided by SBWIB/County.

No paid work experience shall exceed \$4436.80 (554.6 hours x \$8hr) in participant wages for families with 1 parent households. No paid work experience shall exceed \$4851.20 (606.4 hours X \$8 per hour) in participant wages for families with 2 parent households.

Contractor shall be responsible for any participant wages in excess of this amount.

Private Sector Placements-
Internships

N/A

Contractor will refer participants into paid internships utilizing a form (s) provided by SBWIB/County.

No paid work experience shall exceed \$4436.80 (554.6 hours x \$8hr) in participant wages for families with 1 parent households.

No paid work experience shall exceed \$4851.20 (606.4 hours X \$8 per hour) in participant wages for families with 2 parent households.

Contractor shall be responsible for any participant wages in excess of this amount.

On-the-Job Training

N/A

Contractor shall develop and enter into OJT Agreements with local businesses and other eligible organizations willing to participate in the program. City/SBWIB will reimburse Contractor for wages and employee taxes not to exceed 50% of the agreement for wages up to \$8 per hour.

No OJT Agreement shall exceed \$4436.80 (554.6 hours x \$8hr) in participant wages for families with 1 parent households. No paid work experience shall exceed \$4851.20 (606.4 hours X \$8 per hour) in participant wages for families with 2 parent households.

Administration

N/A

Administrative costs are not associated with this Agreement.

EXHIBIT C
REQUEST FOR CASH/INVOICE FORM

**CITY OF HAWTHORNE/SOUTH BAY WIB
TRANSITIONAL SUBSIDIZED EMPLOYMENT
REQUEST FOR CASH/INVOICE
PROGRAM PERIOD: DECEMBER 1, 2010 THRU MARCH 31, 2012**

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

FEE FOR SERVICES /COST REIMBURSEMENT AGREEMENT						
PROGRAM COSTS						
	I.	II.	III.	IV.	V.	VI.
	*One-Stop Svcs. (Assessment, Job Dev. & Case Mgt. Serv.)	** Paid Work Experience (PWE)	** Grant Diverted WEX	** On-the-Job Training	Education & Employment Training (Classroom Trng.)	*** CBO Coordination of Support Services
(A) Cost Per Participant \$1,600 x 75%	\$ 1,200.00					
(B) Number of Current Participant's)	0					
Adjustment Participant(s)	\$0.00					
(A) x (B) Cash Request \$	-					

(A) Cost per participant; applicable only to program services I and VI. (B) Number of participant(s); applicable only to program services I and VI. II, III, IV and V reflect actual cost per participant.	* Attach detail listing of participant(s) served. ** Attach employee(s) timesheet. *** Attach listing of participant(s) referred.
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I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been paid.

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

EXHIBIT D

**CITY OF HAWTHORNE/SBWIB - GAIN UNIT COMPLAINT
RESOLUTION PROCEDURES**

**CITY OF HAWTHORNE/SOUTH BAY WORKFORCE INVESTMENT
BOARD - GAIN UNIT
COMPLAINT RESOLUTION PROCEDURES**

INTRODUCTION

The City of Hawthorne on behalf of the South Bay Workforce Investment Board (SBWIB) hereby establishes these Complaint Resolution Procedures in accordance with the Greater Avenues for Independence (GAIN) Vocational Services Contract with the County of Los Angeles Department of Public Social Services, hereinafter referred to as "Contract."

TABLE OF CONTENTS

- I. POLICIES
 - II. GRIEVANCES: GENERAL PRINCIPLES AND REQUIREMENTS FOR COMPLAINTS FILED
 - III. DISCRIMINATION GRIEVANCES
 - IV. REPORTING FRAUD AND ABUSE COMPLAINTS
 - V. LIST OF COMMONLY USED TERMS
-

I. POLICIES

A copy of these Complaint Resolution Procedures will be provided, upon request, to each CalWORKs participant, County/GAIN staff and/or subcontracted training provider, including persons with impaired vision or hearing and other interested parties.

No individual in the United States may, on the ground of race, color, religion, sex national origin, age, disability, political affiliation or belief, citizenship, participation in any program or activity, be excluded from participation in, denied the benefits of, or be subjected to discrimination in the administration of, in connection with any training, work experience or community service program or activity.

No person, organization or agency may discharge, intimidate, retaliate, threaten, coerce or discriminate against any individual because the individual has: (1) filed a complaint; (2) opposed a practice prohibited by nondiscrimination and equal opportunity provisions; or (3) furnished information to, assisted, or participated in any manner in an investigation, review, or hearing.

Sanctions and penalties may be imposed against any individual that engages in any such retaliation or intimidation, or fails to take appropriate steps to prevent such activity. The identity of any person who has furnished information relating to or assisting in the investigation of a possible violation of the above referenced contract shall be kept confidential to the extent possible, consistent with a fair determination of the issues.

All time frames specified in these procedures refer to consecutive calendar days including weekends and holidays.

“Grievance complaint” shall mean a written expression by a party alleging a violation of the Contract, recipient grants, sub-agreements, or other specific agreements.

Types of Complaints

There are three (3) distinct procedures for filing complaints. The procedures are categorized as follows:

1. **Grievances (Non-criminal)**
2. **Discrimination and Equal Opportunity (Non-criminal)**
3. **Fraud, Waste and Abuse (Criminal)**

II. GRIEVANCES *

General.

1. Only a complaint which alleges a violation of the Contract, recipient grants, sub-agreements, or other specific agreements, including terms and conditions of participant training or employment may be filed hereunder.
-

2. Complaints may be brought by any individual or organization including, but not limited to: subcontractors, CalWORKs participants, or County/GAIN staff.
3. With the exception of complaints alleging fraud or criminal activity, the filing of a non-criminal complaint must be made within **six (6) months** of the alleged occurrence.
4. A complainant who has not exhausted these procedures may appeal directly to the Los Angeles County Department of Public Social Services if the City of Hawthorne/SBWIB has not rendered a decision within 60 days of the filing of the complaint specified in the procedures, if the complainant believes the City of Hawthorne/SBWIB procedure is not in compliance with regulations, or if an emergency exists.

Filing of Complaints

Every complaint filed must be in writing before the official complaint resolution process will commence. The complaint must be signed, dated, and contain the following information:

1. The complainant's name and address;
2. The full name, telephone number and address of the respondent;
3. A clear and concise statement of the facts and dates describing the alleged violation(s);
4. The provision(s) of the Contract, regulations, grant or other that was/were violated;
5. Grievance complaints against individuals, including staff or participants, must indicate how the respondent was remiss in not assuring compliance with regulations, policies, provisions of the Contract etc.;
6. The remedy to the complaint that would satisfy the complainant.

Complaints under this section must be addressed and mailed or hand delivered to:

City of Hawthorne/SBWIB
11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
Attn: Jan Vogel, Executive Director

The absence of any of the requested information shall not be a basis for dismissing the grievance complaint unless it relates to material facts of the case.

If the complainant fails to cooperate or is unavailable, the complaint may be dismissed upon reasonable notice to the last known address of the complainant.

Grievance complaints may be amended to correct technical deficiencies at any time up to the time of the hearing. **Grievance complaints may not be amended to insert additional issues.** The six (6) month time period in which a grievance complaint may be filed is not extended for

grievance complaints that are re-filed with amendments. Grievance complaints may be withdrawn at any time prior to the issuance of the hearing officer's decision.

Informal Complaint Resolution Procedures

Complaints arising out of issues related to the various programs should be resolved at the lowest level, if possible. Under these Complaint Resolution Procedures, complaints under the Contract must first be filed with the GAIN Contract Manager assigned to the program/agreement at issue.

The City of Hawthorne/SBWIB GAIN Contract Manager or designated alternate must notify the County within 24 hours of the receipt of a written complaint. The notification should be sent to:

Los Angeles County
Department of Public Social Services
Contract Management and Monitoring Section
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746

Attn: Otilia Holguin, County Contract Administrator

The Contract Manager or designated alternate has ten (10) days from the receipt of the written complaint to schedule and conduct a Complaint Resolution Meeting. Complainant will be notified by the Contract Manager, in writing, of a date, time and place for said Complaint Resolution Meeting. At the meeting, an attempt to resolve the complaint will take place. Complaint Resolution Meetings must be held within sixty (60) days from the date the complaint was originally received.

Respondents must make good faith efforts to resolve all valid grievance(s) contained in the complaint leveled against them. However, failure on the part of any party in the grievance complaint to exert good faith efforts shall not constitute a basis for dismissing a grievance complaint, nor shall this be considered to be a part of the facts to be judged in the resolution process.

In the event of a resolution of the complaint, the Contract Manager will provide a written settlement agreement to the complainant that describes the issues, provides the date of the resolution meeting, the attendees, and the terms of the agreement which has been reached by the parties as a full and complete settlement of the complaint. The written agreement will be reviewed and signed off by the Contract Manager or their designated alternate representative and the complainant. A copy of the fully executed settlement agreement will be maintained at City of Hawthorne/SBWIB Headquarters and a copy sent to the County Contract Administrator at the above address.

The County reserves the right to intervene in the processing of any complaint at any time during the informal resolution stage in order to assist in resolution, clarify the issues, provide technical assistance, and/or ensure due process and compliance with the sixty (60) day time limit required for resolution pursuant to regulations.

Should complainant not be satisfied with the written decision administered by the GAIN Contract Manager, complainant may appeal said decision to the County Contract Administrator at the above address within ten (10) days from the receipt of said decision. Any decision made by the County shall be deemed final.

- * **Work Experience participants shall follow the guidelines established in the Community Service/Work Experience Grievance Procedures manual published by the Los Angeles County Department of Public Social Services on file with their worksite supervisor.**

III. DISCRIMINATION GRIEVANCES

RESOLUTION OF COMPLAINTS ALLEGING DISCRIMINATION ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, AGE, SEX (INCLUDING SEXUAL HARASSMENT, SEXUAL ORIENTATION), RELIGION, DISABILITY, POLITICAL AFFILIATION OR BELIEF, RETALIATION AND CITIZENSHIP, WHERE APPROPRIATE.

POLICIES.

The City of Hawthorne/SBWIB has assured the County that no one enrolled in any City of Hawthorne/SBWIB program will be discriminated against because of race, creed, color, national origin, age, sex (including sexual harassment), sexual orientation, disability, citizenship, or political affiliation or belief. Specifically, this connotes that:

- No training may be denied a participant because of race, creed, color, national origin, sex, sexual orientation, age, disability, citizenship, or political affiliation or belief while being registered, interviewed, counseled, tested, or while working, engaged in a work activity or attending class as part of the program;
- Participants must be provided with the same opportunities to use all the facilities available in the program as any other participants;
- In addition, sexual harassment is against the law. Acts of sexual harassment are grounds for a discrimination complaint based under Title VII of the Civil Rights Act of 1994.
- A discrimination complaint may be filed within six (6) months of the alleged discrimination, either with the City of Hawthorne/SBWIB, the County of Los Angeles Department of Public Social Services, or with the Department of Labor, Civil Rights Center (CRC).

Procedures For Discrimination Complaints Filed with the City of Hawthorne/SBWIB

Any person who believes that he or she or any specific class of individuals has been, or is being, subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the regulations may file a written complaint or a representative may file the complaint on his or her behalf.

Complaints filed with the City of Hawthorne/SBWIB should be mailed directly to:

City of Hawthorne/SBWIB
11539 Hawthorne Blvd., 5th Floor
Hawthorne, CA 90205
Attn: EEO Officer

Complaints should be filed in writing or, in the case of the County, on County form number PA607 and shall:

- Contain the complainant's name, address or other means of contacting him or her;
- Identify the respondent;
- Describe the complainant's allegation in sufficient detail to allow the City of Hawthorne/SBWIB EEO Officer to determine whether: (1) the complaint was filed timely (i.e., within 6 months of the occurrence); and (2) the complaint has apparent merit (i.e., whether the allegations, if true, would violate any of the nondiscrimination and equal opportunity provisions of the Contract, or any other relevant legislation.
- Be signed by the complainant or his or her representative.

For complaints filed with the City of Hawthorne/SBWIB, an investigation of the complaint shall be conducted and a written report shall be prepared and sent to the complainant and the respondent, and an attempt to resolve the complaint shall take place within sixty (60) days of the filing of the complaint in accordance with the procedures established in Section II herein.

If an informal resolution cannot be reached, the complainant may request a system of follow through that adheres to formal plans for specific actions and strict time deadlines. The request for follow through shall be made within ten (10) days of the informal resolution meeting.

If the complainant is dissatisfied with the resolution of the complaint, they may file a complaint with the Department of Labor Civil Rights Center (CRC) within thirty (30) days from the date that the complainant received notice of the City of Hawthorne/SBWIB's proposed resolution. If the complainant has not received notice of resolution within sixty (60) days of filing, the complainant may file the complaint with the CRC.

Discrimination Complaints Filed With the Civil Rights Center (CRC)

A complaint filed pursuant to this part must be filed within six (6) months of the alleged discrimination. The CRC, for good cause shown, may extend the filing time. In order to receive an extension, the complainant must be notified by the City of Hawthorne/SBWIB that a waiver letter is to be filed with CRC. The waiver letter should include the reason the six month time period elapsed. [This time period for filing is for the administrative convenience of the CRC and does not create a defense for the respondent].

Complaints filed with the CRC, should be mailed directly to:

Civil Rights Center
U.S. Department of Labor
200 Constitution Avenue N.W., Room N-4123
Washington, D.C. 20210

Complaints should be filed in writing and shall:

- Contain the complainant's name, address, or other means of contacting him or her;
- Identify the respondent;
- Describe the complainant's allegation in sufficient detail to allow the CRC,, as applicable, to determine whether: (1) the CRC, City, or other authority, has jurisdiction over the complaint; (2) the complaint was filed timely (i.e., within 6 months of the alleged occurrence); and, (3) the complaint has apparent merit, (i.e., whether the allegations, if true, would violate any of the nondiscrimination and equal opportunity provisions).
- Be signed by the complainant or his or her representative;

Both the complainant and the respondent have the right to be represented, at their own expense, by an attorney or other individual of their own choice.

IV. REPORTING FRAUD (20 CFR Section 667.630)

Regulations require that information and complaints involving criminal, fraud, waste, abuse or other criminal activities must be reported immediately through the Department's Incident Reporting System to:

Department of Labor
Office of Inspector General
Office of Investigations, Room S5514
200 Constitution Avenue NW.
Washington, D.C. 20210

A copy must be provided simultaneously to the Employment and Training Administration. City of Hawthorne/SBWIB subcontractors are required to establish internal management procedures which insure that the City of Hawthorne/SBWIB Executive Director is notified immediately of any discovery of possible fraud, program abuse, or criminal activities.

Types of fraud include, but are not limited to: embezzlement, forgery, theft, falsification of records and claims regarding trainees (e.g., knowingly enrolling ineligible participants); misapplication of funds (e.g., intentional service to ineligible participants, violation of contact procedures); gross mismanagement (e.g., unauditable records, unsupported costs, inaccurate fiscal and/or program reports and payroll deductions not made to the Internal Revenue Service of the State of California Franchise Tax Board).

The City of Hawthorne/SBWIB is not permitted to release information concerning an ongoing investigation except with the consent of the investigation agency/authority.

Notification of any such discovery under this section should be made **within 24 hours** to:

City of Hawthorne/SBWIB
11539 Hawthorne Blvd., 5th Floor
Hawthorne, CA 90205
Attn: Jan Vogel, Executive Director

The City of Hawthorne/SBWIB Executive Director can be reached at (310) 970-7700.

V. LIST OF COMMONLY USED TERMS

Complaint	-	Sets out the facts on which the claim for relief is based.
Complainant	-	The party who initiates the complaint.
Contractor	-	One who contracts to work for another.
Deposition	-	Taking the statement of a witness under oath.
"Good Cause"	-	Legally sufficient reason for doing something.
Interested Party	-	A person or organization potentially affected by the outcome of the hearing.
Petitioner	-	The party who asks the court or other body to review a previously made decision.
Relief	-	Remedy being sought.
Respondent	-	The party answering the complaint.

EXHIBIT E
CONFIDENTIALITY AGREEMENT

**CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

The City of Hawthorne on behalf of the South Bay Workforce Investment Board, hereinafter referred to as EMPLOYER, has entered into a contract with the County of Los Angeles hereafter known as County to provide various services for participants in the Greater Avenue for Independence (GAIN) Program. As a result, your signature is required on this Subcontractor Employee Acknowledgement and Confidentiality Agreement.

As part of employment you may be involved with work pertaining to COUNTY services and have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY, which has a legal obligation to protect all such data, including welfare recipient records. If you are to be involved in such work, the COUNTY must ensure that you will protect the confidentiality of all data and requires that you consider and sign this confidentiality agreement as a condition of your work.

EMPLOYEE ACKNOWLEDGEMENT

I understand and agree that EMPLOYER is my sole employer for purposes of employment. I rely exclusively upon it for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment. I am not an employee of COUNTY for any purpose. I do not have and will not acquire any rights or benefits of any kind from COUNTY during the period of this employment, and do not have, and will not acquire, any rights or benefits pursuant to any agreement between EMPLOYER and COUNTY.

CONFIDENTIALITY REPORT

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between EMPLOYER and COUNTY. I will forward all requests for the release of information received by me to my immediate supervisor, ensure that said supervisor reports such violation to COUNTY, and return all confidential materials to my immediate supervisor upon termination of my employment or completion of the presently assigned work tasks, whichever occurs first.

I understand that a violation of this agreement and acknowledgement may subject me to civil and/or criminal action and that COUNTY may seek all possible legal redress.

Name: _____
(signature)

Name: _____
(print)

Date: _____

Position: _____
(print)

EXHIBIT F

SAFELY SURRENDER BABY LAW POSTER



Don't Abandon Your Baby.

No shame.

No blame.

No names.

You have a better choice:

**Bring your newborn to any Los Angeles
County hospital emergency room or fire station.**

1-877-BABY SAFE

1-877-222-9723



Every child deserves a chance for a healthy life. For three days after you give birth, you can give up your baby at any Los Angeles County hospital emergency room or fire station. No shame. No blame. No names.

www.babysafela.org
