

**32367**  
**DEPARTMENT OF**  
**COMMUNITY AND SENIOR SERVICES**  
**INTERMEDIARY CONTRACT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**



**AND**  
**CITY OF LONG BEACH**  
**ADMINISTERING ENTITY FOR**  
**PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK**  
**FOR THE**  
**YOUTH EMPLOYMENT PROGRAM**

**CN #: IA1101**

**Prepared By**

**Community and Senior Services**  
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**Los Angeles, California 90020**

**July 2011**

COUNTY OF LOS ANGELES  
 COMMUNITY AND SENIOR SERVICES  
 INTERMEDIARY CONTRACT FOR THE  
 YOUTH EMPLOYMENT PROGRAM

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Attachment	I	CONTRACTOR Non-Employee Acknowledgement and Confidentiality Contract



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Attachment U	Inventory Control Form
Attachment V	Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Transactions

**INTERMEDIARY CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF LONG BEACH  
ADMINISTERING ENTITY FOR  
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK  
FOR THE  
YOUTH EMPLOYMENT PROGRAM (YEP)**

This Intermediary Contract for the Youth Employment Program (YEP), hereinafter referred to as "Contract" is made and entered into this **1st** day of **July 2011**, by and between the County of Los Angeles, hereinafter referred to as "COUNTY", and the **CITY OF LONG BEACH ADMINISTERING ENTITY FOR PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK**, hereinafter referred to as "CONTRACTOR". CONTRACTOR is located at **3447 ATLANTIC AVE. LONG BEACH, CA 90807.**

**RECITALS**

WHEREAS, COUNTY may enter into Contract with a governmental entity for intermediary services when certain requirements are met; and

WHEREAS, CONTRACTOR is a governmental entity providing intermediary services to procure youth employment services; and

WHEREAS, COUNTY has determined that it is legal, feasible, and cost-effective to enter into Contract for intermediary services; and

WHEREAS, on June 28, 2011, the Board of Supervisors authorized CSS to enter into intermediary agreements with Workforce Investment Boards for the purpose of procuring qualified non-profit community-based organizations and governmental agencies (subcontractors) to provide paid work experience to youth eligible to participate in the YEP; and

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 Exhibit A, Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V as set forth below, are attached to and form a part of this Contract.
- 1.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract; 2) the Statement of Work; 3) Budget; 4) the Attachments, according to the following priority:

Exhibit	A	YEP Statement of Work
Attachment	A	Statement of Work
Attachment	B	Intermediary Agreement Budget
Attachment	C	Sample Monthly Invoice Format
Attachment	D	COUNTY's Administration
Attachment	E	CONTRACTOR's Administration
Attachment	F	CONTRACTOR Employee Jury Service Program Certification Form
Attachment	G	Bidder's/Contractor's Equal Employment Opportunity (EEO) Certification
Attachment	H	CONTRACTOR Employee Acknowledgement and Confidentiality Contract
Attachment	I	CONTRACTOR Non-Employee Acknowledgement and Confidentiality Contract
Attachment	J	Cost Allocation Plan
Attachment	K	Charitable Contributions Certification
Attachment	L	Federal Earned Income Tax Credit
Attachment	M	Safely Surrendered Baby Law Fact Sheet

Attachment N	Drug Free Workplace Certification
Attachment O	Individual Service Strategy (ISS)
Attachment P	Certification of Compliance with County's Defaulted Property Tax Reduction Program
Attachment Q	Auditor-Controller Contract Accounting and Administration Handbook
Attachment R	User Complaint Report
Attachment S	Joint Revenue Disclosure
Attachment T	Fixed Assets/Equipment Purchase Requirements
Attachment U	Inventory Control Form
Attachment V	Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions

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

## **2.0 DEFINITIONS**

The 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:

- A. "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 for Services** – The total cost to Direct and Indirect Costs.
- B. "Contract": Formal contract executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A.
  - C. "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by the Contract, and Statement of Work, Attachment A.,
  - D. "COUNTY's Contract Management Manager" (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
  - E. "COUNTY's Contract Compliance Manager" (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Contract, and the delivery of services.
  - F. "Day" or "Days": Business day(s) unless otherwise specified.
  - G. "CSS": COUNTY's Community and Senior Services department.
  - H. "Director": COUNTY's Director of Community and Senior Services or her/his authorized designee.
  - I. "Fiscal Year(s)": The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
  - J. "Program": The State or Federal grant program(s), and local/County guidelines under which Contractor receives funds under the terms of this Contract and hereby agrees to provide services in accordance with relevant State and/or Federal law, regulations and guidelines during the term of this Contract.
  - K. "Subcontract": A Contract by which a third party agrees to provide services or materials necessary to fulfill an original Contract.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### 4.0 TERM OF CONTRACT

- 4.1 Subject to the termination provisions set forth herein, the term of this Contract shall commence on July 1, 2011, and shall continue through October 31, 2011, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 4.2 The COUNTY shall have the sole option to extend the Contract term for two additional 12-month periods. Such option(s) and extension(s) shall be exercised in writing, at the sole discretion of the Director, provided that approval of COUNTY'S Chief Executive Officer (CEO) is obtained prior to any such extension.
- 4.3 CONTRACTOR shall notify the Department of Community and Senior Services when this Contract is within one month from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to CONTRACTOR at the address herein provided in Part II, Paragraph 55.0, "Notices".
- 4.4 Subject to the COUNTY'S right to terminate earlier for convenience, which includes non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, or breach of warranty to maintain compliance with the COUNTY'S Child Support Compliance Program, the CONTRACTOR shall, upon receipt of notice of termination;

#### 5.0 CONTRACT SUM

- 5.1 COUNTY and CONTRACTOR agree that this is a cost reimbursement contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Youth Employment Program Statement of Work, and any addenda thereto.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 5.3 The total amount payable under the term of this Contract is **TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$245,000)**, hereinafter referred to as the Maximum Contract Sum."

5.4 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 notify COUNTY, in the manner set forth in Paragraph 55.0, Notices, of this Contract.

5.4.1 CONTRACTOR shall ensure that seventy-five percent (75%) of the annual contract funds are expended by the end of the third quarter of the contract period.

5.5 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, CONTRACTOR 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.

5.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and payment, for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Attachment B, Intermediary Agreement Budget, and any addenda thereto. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Paragraph 20.0, hereof, "Contract Modifications/Amendments," CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

## **6.0 INVOICES AND PAYMENTS**

6.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Statement of Work, Attachment A 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 the Intermediary Agreement Budget, Attachment B 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.

- 6.2** CONTRACTOR'S invoices shall be priced in accordance with Intermediary Agreement Budget, Attachment B.
- 6.3** CONTRACTOR'S invoices shall reflect the information set forth in YEP Statement of Work, Exhibit A, Statement of Work, Attachment A, and Intermediary Agreement Budget, Attachment B describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 6.4** CONTRACTOR shall submit monthly invoices to COUNTY no later than the 10<sup>th</sup> calendar day of the month following the month of service (i.e., billing month), an invoice in arrears for services rendered in the previous month. In the event that the 10<sup>th</sup> calendar day falls on a Saturday, Sunday or national holiday, CONTRACTOR shall submit the invoice by the following business day. COUNTY reserves the right to modify the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 30 days after the last day of the month in which the services were rendered. The COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted, provided that sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of CONTRACTOR's final invoice.
- 6.5** Authorization for Adjustments to Monthly Billings: CONTRACTOR shall submit monthly invoices for all service categories provided in the billing month (i.e., all services provided in the billing month shall be submitted in the following month for reimbursement). In the event that a CONTRACTOR invoice requires modification or revision due to billing/reporting error, CONTRACTOR shall obtain prior permission from COUNTY before revising. Authorization for the resubmission and payment of invoices is at the sole discretion of the COUNTY Contracts Management Division and Program Accounting Division, respectively. CONTRACTOR shall ensure the accuracy and completeness of all program and expenditure data reported through the automated Management Information System (MIS) prior to submission.



- 6.6** All invoices under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original and duplicate invoices to:

County of Los Angeles  
Community and Senior Services  
Attention: Kathye Pouncey  
3175 West Sixth Street, Mailbox 6  
Los Angeles, CA 90020

- 6.7** All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY's Contract Management Manager prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.
- 6.8** Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular. CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments, 29 CFR Part 95, Grants and Contracts with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations under the Jurisdiction of Foreign Governments, and International Organizations, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative Contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at: <http://www.whitehouse.gov/omb/circulars/index.html>.
- 6.9** Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.10** In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number to COUNTY.

- 6.11** Failure to submit required documents may result in suspension of payments.
- 6.12** CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY, or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 6.13** CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.14** Local Small Business Enterprises (SBE) – Prompt Payment Program (*if applicable*)
- 6.15** Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **7.0 COUNTY ADMINISTRATION**

A listing of all COUNTY Administration information referenced in the following Sub-paragraphs is designated in Attachment D, , COUNTY's Administration. COUNTY shall notify CONTRACTOR in writing of any changes in the names or addresses shown.

- 7.1** COUNTY's Contract Management Manager (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- 7.2** The responsibilities of COUNTY's CMM include:
- Meeting with CONTRACTOR'S Program Manager on a regular basis; and
  - Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Part II, Section 20.0, "Contract Modifications/Amendments"; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

7.3 COUNTY's CMM 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 subject to Section 7.2.

7.4 COUNTY's Contract Compliance Manager (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Contract and the delivery of services.

## **8.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **8.1 CONTRACTOR'S Program Director**

8.1.1 CONTRACTOR's Program Director is designated in CONTRACTOR's Administration - Attachment E. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Program Director.

8.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's CMM and CCM on a regular basis.

### **8.2 CONTRACTOR's Staff Identification**

8.2.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY's approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

8.2.2 CONTRACTOR shall notify COUNTY within one business day, or a period not to exceed one (1) week, when staff is terminated from

working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from COUNTY Contract.

8.2.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR's staffs' photo identification badge at the time of working on this Contract.

### 8.3 Background and Security Investigations

8.3.1 At any time prior to or during term of this Contract, COUNTY may require that all CONTRACTOR staff performing work under this Contract 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, up to and including a COUNTY performed fingerprint security clearance. 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.

8.3.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on this Contract at any time during the term of this Contract. COUNTY will not provide to CONTRACTOR nor to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.

8.3.3 COUNTY may immediately (at the sole discretion of COUNTY), deny or terminate facility access to CONTRACTOR's staff that does not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.

8.3.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-paragraph 8.3 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **PART II: STANDARD TERMS AND CONDITIONS**

### **1.0 ACTIVITIES PROHIBITED**

1.1 CONTRACTOR certifies that no currently employed worker shall be displaced by any participant (including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits).

- 1.2 No participant shall be employed or job opening filled: (1) when any other Individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Program.

## **2.0 ALLEGATIONS OF FRAUD AND/OR ABUSE**

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), COUNTY reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by COUNTY CMM that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

## **3.0 AMERICANS WITH DISABILITIES ACT (ADA)**

CONTRACTOR agrees to abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, CONTRACTOR's program.

## **4.0 ASSIGNMENT AND DELEGATION**

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For the purpose of this Subsection, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- 4.2 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 this Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

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

## **5.0 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.

## **6.0 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 correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **7.0 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 are currently suspended, debarred ineligible, or excluded from securing Federally funded contracts. Further, by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its sub-contractors are, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from

securing Federally-funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Agreement, should it or any of its sub-contractors/partners 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.

## **8.0 CHILD SUPPORT COMPLIANCE PROGRAM**

8.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program.

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

8.1.2 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).

## **9.0 COMPLAINTS**

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY's Contract Management Manager, CONTRACTOR shall submit such procedures to COUNTY within five calendar days from the date of the request.

## **10.0 COMPLIANCE WITH APPLICABLE LAWS**

10.1 CONTRACTOR certifies and agrees that it shall fully comply with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued

pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall be responsible for any relevant changes in the law, including, but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by COUNTY for which CONTRACTOR is provided actual or constructive notice. COUNTY reserves the right to review CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

- 10.2 CONTRACTOR agrees to 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 by this reference.
- 10.3 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 10.4 CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all damage, liability, cost and expenses including but not limited to, defense costs and attorney's fees arising from or related to, any violation by CONTRACTOR, its agents, officers and employees or Subcontractors of any laws, rules, regulations, ordinances, and directives which are referenced, directly or indirectly, herein.

## **11.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, sexual orientation, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Attachment G, CONTRACTOR'S Equal Employment Opportunity (EEO) Certification.

## **12.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

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



- 12.2 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- 12.3 For purposes of this Sub-paragraph, "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 Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Paragraph 12.0. The provisions of this Sub-paragraph 12.1.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the contract.
- 12.4 If CONTRACTOR is not required to comply with the Jury Service Program when this 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 term of this 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.
- 12.5 CONTRACTOR's violation of this Paragraph 12.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract and/or

bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

### **13.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT**

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).

### **14.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the WIB, County, State, and all applicable provisions of the WIB, County, State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting, audit, and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

### **15.0 CONFIDENTIALITY**

15.1 CONTRACTOR shall maintain the confidentiality of any information regarding a program participant(s)/client(s), and the immediate family of any applicant or participant(s)/client(s), that identifies or may be used to identify them and which may be obtained through application forms, interviews, reports from the public agencies or counselors, and tests or any other source. CONTRACTOR shall not divulge such information without the permission of the participant(s)/client(s), and upon Contract by COUNTY's CMM, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance, operation or evaluation of this Contract. Such information may be divulged to parties having responsibilities under this Contract for monitoring or evaluating the services and performances under this Contract and to governmental authorities to the extent necessary for the proper administration of the program.

- 15.2. CONTRACTOR shall notify COUNTY of any and all requests for release of information at least five business days prior to release of said information. CONTRACTOR shall not release said information without COUNTY's approval. Data (information) received from State departments/agencies is confidential when it 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. CONTRACTOR agrees to keep all information furnished by a State agency/department strictly confidential, and make the information available to its own employees on a "need-to-know" basis, as specifically authorized in this Contract.
- 15.3. CONTRACTOR agrees to instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). CONTRACTOR agrees to store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to COUNTY and/or all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by COUNTY and thereafter must be used. Approved methods include shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event shall said information be disclosed to any individual outside of CONTRACTOR staff, and/or their employees.
- 15.4. CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment I, "CONTRACTOR Non-Employee Acknowledgment and Confidentiality Contract."
- 15.5. CONTRACTOR shall cause each CONTRACTOR's employee to sign and adhere to Attachment H, "CONTRACTOR Employee Acknowledgement and Confidentiality Contract."
- 15.6. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 15.7. CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a

computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

- 15.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

## **16.0 CONFLICT OF INTEREST**

16.1 No COUNTY employee whose position in 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.

16.2 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 complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Contract.

## **17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

17.1 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. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

## **18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT 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 reemployment list during the life of this Contract.

## **19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

19.3 CONTRACTOR shall submit the following reports for the Program to COUNTY:

### **19.3.1 Fiscal Reporting:**

19.3.1.1 Monthly Fiscal Reporting Forms are due by the tenth (10<sup>th</sup>) calendar day of the month, following the month covered in the report.

19.3.1.2 Expenditure Closeout Report: Two copies of a final closeout report, to be submitted in the form and manner designated by COUNTY Contract Management Manager, with a deadline to be announced for the program, including the reporting of expenses and accruals through the last day of the program year.

19.3.1.3 If the Contract is terminated or cancelled prior to June 30<sup>th</sup>, the final closeout report shall be for the contract period with an end date of either the Contract termination or cancellation date. Two copies of such, which shall include the final invoice and the final closeout report, shall be submitted within the designated timeframe, which is to be determined by the COUNTY, after the termination/cancellation date to COUNTY's Program Accounting Division.

- 19.3.1.4 Program Reporting: CONTRACTOR Monthly and Quarterly Reports as required pursuant to Workforce Investment Act (WIA) Directive/Policy.
- 19.3.1.5 Program Income: All gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award, including program interest, is to be treated as Program Income as defined in 29 CFR §95.2 and §95.24 (non-governmental grantees) and § 97.25 (governmental grantees). CONTRACTOR shall be responsible for tracking all Contract revenues and expenditures for the WIA program, including submission of the following:
  - 19.3.1.6 A Program Income Statement Report is generated by CONTRACTOR on Contract revenues versus expenditures. This is submitted to the CSS Program Accounting Division with the expenditure closeout report. The purpose of this report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report. The use of Program Income requires prior COUNTY approval.
  - 19.3.1.7 A Plan for Disposition of Program Income (Plan) must be submitted by CONTRACTOR to COUNTY within 30 days after the Income Statement Report is due.
  - 19.3.1.8 Program Income must be spent on line items identified in the Plan, unless the plan is officially amended. This Plan will be reviewed by COUNTY for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.
  - 19.3.1.9 Within 30 days after the scheduled completion date of an approved Plan for Disposition of Program Income, CONTRACTOR must submit a Final Report on Disposition to COUNTY.
  - 19.3.1.10 If the Final Report on Disposition is not submitted on the scheduled date, COUNTY shall extend the completion date or renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

**19.3.2 Cost Allocation Plan for Cost Reimbursement Activities:**

A Cost Allocation Plan (CAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs with other funding sources related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. COUNTY'S designated Contract monitor will test CONTRACTOR'S CAP during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment or in a partial or reduced payment until CONTRACTOR is in compliance. In addition, failure to comply may result in Contract termination.

19.3.2.1 CONTRACTOR shall submit Cost Allocation Plan on a yearly basis, within three months of the start of the Fiscal Year.

**19.3.3 Property/Capital Expenditures:**

All property costing five thousand dollars (\$5,000.00) or more purchased with Program funds requires prior written permission from the State and the COUNTY CMM or designee and may be depreciated and tagged and tracked as property of the Los Angeles County Workforce Investment Act (WIA) Programs.

**19.3.4 Nonexpendable Property:**

19.3.4.1 CONTRACTOR shall maintain a record for each item of nonexpendable property acquired for this program with Program monies. Non-expendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

19.3.4.2 Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of COUNTY and otherwise comply with all applicable laws and regulations.

19.3.4.3 In case of termination of this Contract, COUNTY reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to, COUNTY taking possession of said nonexpendable property.

### **19.3.5 Capital Improvements:**

CONTRACTOR shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the COUNTY Contract Management Manager or her/his designee.

## **20.0 CONTRACT MODIFICATIONS/AMENDMENTS**

- 20.1 This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. COUNTY may make a unilateral modification to this Contract at any time, if required by County, State, or Federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modifications from the Federal, State, or COUNTY government. COUNTY shall give CONTRACTOR ten (10) days prior written notice delivered by certified mail, return receipt requested of its intent to make such changes and amendments hereunder. Furthermore, to the extent that funding for the program is eliminated or otherwise reduced, the COUNTY, may, in its sole discretion, unilaterally modify this Contract accordingly.
- 20.2 With regard to the movement of funds within an approved budget (i.e. from one line item to another), such movement may not exceed 20% of the amount allocated to the line item and must not impact CONTRACTOR's negotiated performance measures. CONTRACTOR shall ensure that the movement of funds can adequately cover the provision of client services. CONTRACTOR shall provide a copy of the revised budget to COUNTY.
- 20.2.1 With regard to the movement of funds within an approved budget (i.e., from one line item to another) that exceeds 20% of the amount allocated to the line item, such modification must be in writing and mutually agreed upon by COUNTY CMM or designee and CONTRACTOR, and must be in the best interest of COUNTY. CONTRACTOR shall provide COUNTY with a copy of the modified budget.
- 20.3 Notwithstanding any provision in this Contract to the contrary, in the event that the County Board of Supervisors adopts, in any fiscal year, a County Budget that 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 correspondingly for that fiscal year and any subsequent fiscal year for services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment



obligation shall be provided within 30 calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

20.4 Notwithstanding any of the provisions in this Paragraph 20.0, COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

20.4.1 The COUNTY reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or conditions included under this Contract. For all such changes, a *Change Notice* shall be prepared and signed by the County Contract Management Director, and sent to CONTRACTOR's Administration.

20.4.2 For any revision, which materially affects the scope of work or any term and conditions included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR except as provided in Paragraph 20.4.3 herein below.

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

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

20.4.3.2 The Amendment is to increase the contract amount by no greater than ten percent (10%) of the total contract sum or decrease contract amount, based on contractor performance and availability of funding.

20.4.3.3 The Board of Supervisors has appropriated sufficient funds in the CSS budget.

20.4.3.4 Unilateral amendments based on the provisions set forth in 20.1, above.

20.5 The COUNTY Board of Supervisors or Chief Executive Officer or designee may require the additional of and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, a Change Notice or Amendment to the Contract, as appropriate, shall be prepared and executed by the CONTRACTOR and by COUNTY.

## **21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 21.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this contract. It is COUNTY's policy to conduct business only with responsible contractors.
- 21.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.
- 21.3 COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
- 21.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 21.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. 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.

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

21.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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.

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

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

21.9 These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

## **22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act

requirements. By requiring CONTRACTORS to complete the certification in Attachment K, 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).

### **23.0 CONTRACTOR'S WORK**

- 23.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Statement of Work, Attachment A.
- 23.2 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.
- 23.3 Failure to submit required documents may result in suspension of payments.

### **24.0 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 this Contract in jeopardy if not corrected shall 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 consistently with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

### **25.0 COVENANT AGAINST FEES**

- 25.1 CONTRACTOR warrants and represents 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.
- 25.2 For breach of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from Contract price or

consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## **26.0 CRIMINAL CLEARANCES**

- 26.1 For the safety and welfare of the people served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with people in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 26.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 26.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.
- 26.4 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 is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 26.5 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR's staff performing work under this Contract 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, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

## **27.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

27.1 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 30 days after the occurrence.

27.2 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.

## **28.0 DISALLOWED COSTS**

CONTRACTOR agrees to be bound by applicable COUNTY and/or Program disallowed cost procedures, rules and regulations, and to repay COUNTY for any expenditure which violates the terms of this Contract or applicable Program provisions or implementing laws, rules, or regulations.

## **29.0 DISCLOSURE OF INFORMATION**

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

29.1.1 CONTRACTOR shall develop all publicity material in a professional manner; and

29.1.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not authorize others to publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials using the name of the COUNTY without the prior written consent of the Director. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.

29.1.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded

this Contract with the County of Los Angeles, provided, however, that the requirements of this Paragraph 30.1 shall apply.

### **30.0 EMPLOYEE BENEFITS AND TAXES**

30.1.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

30.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

### **31.0 EMPLOYEE SAFETY**

CONTRACTOR will assure that the CONTRACTOR'S employees:

31.1 Are covered by an effective Injury and Illness Prevention Program; and

31.2 Receive all required general and specific training on employee Safety.

### **32.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding 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 such documentation of 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 Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **33.0 EVENTS OF DEFAULT**

33.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

33.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

33.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

### **33.2 Default for Insolvency**

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

33.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

33.2.2 The filing of a voluntary petition in bankruptcy;

33.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

33.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

### **33.3 Other Events of Default**

Determination by COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

### **34.0 FACSIMILE REPRESENTATIONS**

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 20.0 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.



### **35.0 FAIR LABOR STANDARDS**

CONTRACTOR shall comply with all State and 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.

### **36.0 FIXED ASSETS**

Title to all fixed assets purchased with COUNTY funds designated by COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained, repaired and kept track of by completing an Inventory Control Form, Attachment T, by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of this Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall abide by the policy set forth by the COUNTY.

### **37.0 FORCE MAJEURE**

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's subcontractors), freight embargoes, or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

### **38.0 GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### **39.0 GOVERNMENT OBSERVATIONS**

CONTRACTOR shall permit Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Contract any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

### **40.0 HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT CONTRACTOR'S OBLIGATION'S AS A 'BUSINESS ASSOCIATE'**

COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, to the extent CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Attachment N, CONTRACTOR's Obligations As A "Business Associate" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

### **41.0 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.

### **42.0 INDEPENDENT CONTRACTOR STATUS**

42.1 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.

42.2 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.

42.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.

42.4 CONTRACTOR shall adhere to the provisions stated in Paragraph 15.0, Confidentiality.

### **43.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 43.0 and 44.0 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

#### **43.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing

coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any COUNTY required endorsement forms.

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

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

County of Los Angeles  
Community and Senior Services  
Contract Management Division, Room 403  
3175 West Sixth Street, Mailbox 11  
Los Angeles, CA 90020  
Attn: Carol Domingo

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

#### **43.2 Additional Insured Status and Scope of Coverage**

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

### **43.3 Cancellation of or Changes in Insurance**

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

### **43.4 Failure to Maintain Insurance**

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

### **43.5 Insurer Financial Ratings**

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

### **43.6 CONTRACTOR's Insurance Shall Be Primary**

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

### **43.7 Waives of Subrogation**

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract.

The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **43.8 Sub-Contractor Insurance Coverage Requirements**

CONTRACTOR shall include all Sub-Contractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-CONTRACTOR's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the COUNTY and CONTRACTOR as additional insureds on the Sub-CONTRACTOR's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **43.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **43.10 Claims Made Coverage**

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

#### **43.11 Application of Excess Liability Coverage**

CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **43.12 Separation of Insureds**

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

#### 43.13 Alternative Risk financing Programs

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

#### 43.14 County Review and Approval of Insurance Requirements

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

### 44.0 INSURANCE COVERAGE

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

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

44.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

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

- 44.4 **Professional Liability/Errors and Omissions:** Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.
- 44.5 **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- 44.6 **Crime Coverage:** A Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by COUNTY to CONTRACTOR and apply to all of CONTRACTOR's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.
- 44.7 **Property Coverage:** Contractors given exclusive use of COUNTY-owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The COUNTY and its Agents shall be named as an Additional Insured and Loss Payee on CONTRACTOR's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

#### 45.0 JOINT FUNDING REVENUE DISCLOSURE

By its execution of this Contract, CONTRACTOR certifies as set forth in Joint Revenue Disclosure, Attachment S unless waived by COUNTY, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or County



sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract.

#### **46.0 LIMITATIONS ON USE OF FEDERAL GRANT FUNDS**

CONTRACTOR shall comply with Public Law (P.L.) 101-121 (31 USCS Section 1352), its amendments or revisions, and any impending regulations prohibiting use of federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan or cooperative Contract. CONTRACTOR shall also comply with all certification and disclosure requirements of P.L. 101-121, its amendments, revisions, and implementing regulations and shall provide assurance that all sub-contractors or sub-grantees under this Contract also fully comply with such certification and disclosure requirements.

#### **47.0 LIMITATION ON CORPORATE ACTS**

CONTRACTOR shall not amend its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY immediately in writing of any change in CONTRACTOR's corporate name.

#### **48.0 LIQUIDATED DAMAGES**

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

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

48.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

48.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any future Statement(s) of Work, as that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

48.2.3 Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

48.2.4 The action noted in Sub-paragraph 48.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

48.2.5 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 48.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

#### **49.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

49.1 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.

49.2 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 or retain certification as a Local Small Business Enterprise.

49.3 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.

- 49.4 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 CONTRACTOR knew, or should have known, that 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:
- 49.5 Pay to COUNTY any difference between this Contract amount and what COUNTY's costs would have been if this Contract had been properly awarded;
- 49.5.1 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and
- 49.5.2 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 49.6 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.

## **50.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in COUNTY's WebVen. Prior to a contract award, all potential contractors must register in COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing COUNTY's home page at: [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing businesses and 'main db').

## **51.0 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.

## **52.0 NEPOTISM**

CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this Paragraph, 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 such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by 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.

## **53.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 53.1 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, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 53.2 CONTRACTOR shall certify to, and comply with, the provisions of Attachment G, CONTRACTOR's Equal Employment Opportunity (EEO) Certification.
- 53.3 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, sexual orientation, 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.
- 53.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation.
- 53.5 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, sexual orientation, 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.

53.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

53.7 If COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to suspend or terminate 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 Opportunity 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.

53.8 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.

#### **54.0 NON EXCLUSIVITY**

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

#### **55.0 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 Attachment E, CONTRACTOR's Administration and Attachment D, COUNTY's Administration. Addresses may be changed by either party giving ten (10) business days prior written notice thereof to the other party. The Department Head, or her/his designee, shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

## **56.0 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 day, give written notice thereof, including all relevant information with respect thereto, to the other party.

## **57.0 NOTICE OF DISPUTE**

CONTRACTOR shall bring to the attention of County Contract Management Manager and/or County Program Manager any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If COUNTY Contract Management Manager or County Program Manager is not able to resolve the dispute, the Director, or designee, shall resolve it.

## **58.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Attachment L.

## **59.0 OTHER CONTRACTS**

59.1 A copy of any Contract between CONTRACTOR and other public or private organizations which directly impact activities funded under this Contract shall be kept on file at CONTRACTOR'S offices and shall be provided to COUNTY upon request. CONTRACTOR shall also notify COUNTY of any default, termination, or finding of withheld payments under these Contracts.

59.2 CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by COUNTY under this Contract.

## **60.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

60.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practical of any claim or action alleging such

infringement or unauthorized disclosure, and shall support the CONTRACTOR's defense and settlement thereof.

60.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:

60.2.1 Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

60.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

60.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

60.2.4 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

## **61.0 PROBATION**

61.1 COUNTY CMM may place CONTRACTOR on probationary status when it is determined by COUNTY for any program(s) herein, and for reasons that are not limited to, CONTRACTOR's demonstration of consistent and significant lack of achievement of Participant summary goals and non-compliance with COUNTY sanction policy guidelines.

61.2 If CONTRACTOR is placed on probationary status, CONTRACTOR shall submit a corrective action plan within ten days of the notice of probationary status. CONTRACTOR's Corrective Action Plan (CAP) must be approved by COUNTY CMM. COUNTY reserves the right to terminate Contract(s) of any CONTRACTOR on probationary status if CONTRACTOR does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

## **62.0 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.

## **63.0 PROPERTY**

63.1 Unless otherwise provided for in this Paragraph 63.0, property refers to all assets, capitalized or non-capitalized, used in operation of this Contract. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, and typing ribbons, file folders, etc.

Property meeting all of the following criteria is subject to the capitalization requirements. Such property must:

Have a normal useful life of at least one year.

Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets, which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and

Be used to conduct business under this Contract.

63.2 As used in this Contract, the term "equipment" shall refer only to capitalized property.

63.3 Noncapitalized property is items which do not meet all three requirements in Sub-paragraph 63.3.4 above.

63.4 Additions, improvements, and betterments to assets meeting all of the conditions in Sub-paragraph 63.3.4 above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

63.5 Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.



- 63.6 The CONTRACTOR shall record the following information when property is acquired:
- 63.6.1 Date acquired;
  - 63.6.2 Property description (include model number);
  - 63.6.3 Property identification number (serial number);
  - 63.6.4 Cost or other basis of valuation;
  - 63.6.5 Funding source; and
  - 63.6.6 Rates of depreciation (or depreciation schedule), if applicable.
- 63.7 The CONTRACTOR shall keep track of property purchased with Contract funds, whether capitalized or not. The CONTRACTOR shall submit to COUNTY, upon request and annually with the Expenditure Closeout Report, a current inventory of property furnished or purchased by the CONTRACTOR with funds awarded under the terms of this Contract or any predecessor Contract for the same purpose. CONTRACTOR shall maintain an annual inventory of property furnished or purchased by the Subcontractor with funds awarded under the terms of this Contract or any predecessor Contract for the same purpose.
- 63.8 Prior to disposal of any property purchased by CONTRACTOR with funds from this Contract or acquired by CONTRACTOR under any predecessor Contract for the same purpose, CONTRACTOR must obtain approval from COUNTY regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from COUNTY. CONTRACTOR shall reference
- 63.9 CONTRACTOR shall immediately report the loss, destruction, or theft of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor Contract for the same purpose to COUNTY upon notice that such event has occurred. CONTRACTOR shall promptly investigate and fully document the loss, destruction, or theft of such property. Such documentation shall be provided to COUNTY within five days following such loss, destruction, or theft and should be mailed to the attention of CMM at: County of Los Angeles Community and Senior Services, Contracts Management Division, 3175 West Sixth Street, Box 11, Los Angeles, CA 90020.
- 63.10 The COUNTY reserves title to all grant-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by Federal law or regulations or as otherwise agreed by the parties.

- 63.11 CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor Contract for the same purpose during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the CONTRACTOR has complied with all written instructions from the COUNTY regarding the final disposition of the property.
- 63.12 In the event of CONTRACTOR's dissolution or upon termination of this Contract, CONTRACTOR shall provide a final property inventory to COUNTY reserves the right to require CONTRACTOR to transfer such property to another entity, including but not limited to the COUNTY or the State.
- 63.13 To exercise the above right, no later than 140 days after termination of the Contract or notification of the CONTRACTOR's dissolution, COUNTY will issue specific written disposition instructions to CONTRACTOR.
- 63.14 CONTRACTOR shall use property purchased with funds from this Contract, or acquired by CONTRACTOR under any predecessor Contract for the same purpose, for the purpose for which it was intended under the Contract. When no longer needed for that use, CONTRACTOR shall use it, if needed, and with written approval of COUNTY for other purposes in this order:
- 63.14.1 Another program providing the same or similar service; or
  - 63.14.2 State/Federally-funded program.
- 63.15 CONTRACTOR may share use of the property and equipment or allow use by other programs, upon written approval of COUNTY. As a condition of the approval, COUNTY may require reimbursement under this Contract for its use.
- 63.16 CONTRACTOR shall not use equipment or supplies acquired under this Contract with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 63.17 If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.
- 63.18 Any vehicles purchased with grant funds received through the COUNTY in previous contract years and which are currently in the possession of CONTRACTOR shall be registered in the name of CONTRACTOR only.

63.19 CONTRACTOR indemnifies COUNTY for any loss resulting from the operation of any equipment purchased with grant funds received through COUNTY during this, or any previous, contract period.

#### **64.0 PROPRIETARY RIGHTS**

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

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

64.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."

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

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

64.5.1 Any material, data and information not plainly and prominently marked with restrictive legends;

64.5.2 Any materials, data and information covered under Sub-paragraph 64.2; and;

64.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

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

64.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

64.8 The provisions of Subsections 64.5, and 64.6, shall survive the expiration of termination of this Contract.

## **65.0 PUBLIC RECORDS ACT**

65.1 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 Part II, Paragraph 67.0, "Record Retention and Inspection/Audit Settlement," of this Contract, as well as those documents which were required to be submitted in response to 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 of court of competent jurisdiction.

65.2 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 or proposal 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.

## **66.0 PUBLICITY**

- 66.1 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:
- 66.2 CONTRACTOR shall develop all publicity material in a professional manner; and
- 66.2.1 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 CMM. COUNTY shall not unreasonably withhold written consent.
- 66.3 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 Paragraph 66.0 shall apply.

## **67.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 67.1 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.
- 67.2 CONTRACTOR agrees that COUNTY or its authorized representatives, the State of California, or its authorized representatives, and the Federal government, or its authorized representatives, shall have access to and the right to seize, examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including but not limited to, all time cards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY, State, or Federal authorities, during the term of this Contract and for a period of five years after the expiration of the term of this Contract or for a period of three (3) years from the date of the

submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to seize, examine, audit, excerpt, copy, or transcribe such material at such other location.

- 67.3 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 Contract Compliance Manager within 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).
- 67.4 Failure on the part of CONTRACTOR to comply with any of the provisions of this Paragraph 67.0 shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.
- 67.5 If, at any time during the term of this Contract or within five 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 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.

## **68.0 RECYCLED-CONTENT 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.

## 69.0 SAFELY SURRENDERED BABY LAW

### 69.1 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 Sub-CONTRACTOR's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

### 69.2 Notices to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Sub-contractor 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 Attachment M, Safely Surrendered Baby Law and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## 70.0 SAFETY AND WORKING CONDITIONS

Applicable local, State and Federal health and safety standards shall be observed. If a participant or CONTRACTOR employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

## 71.0 SUBCONTRACTING

71.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.

71.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

71.2.1 A description of the work to be performed by the Subcontractor;

- 71.2.2 A draft copy of the proposed subcontract; and
- 71.2.3 Other pertinent information and/or certifications requested by COUNTY.
- 71.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 71.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract.
- 71.5 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 71.6 COUNTY's Contract Management Manager will notify CONTRACTOR with respect to approval of any subcontract and Subcontractor employees.
- 71.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Contract Management Manager all the following documents:
- 71.7.1 An executed Attachment D, "CONTRACTOR Employee Acknowledgment and Confidentiality Contract," executed by each Subcontractor and each of Sub-Contractor's employees approved to perform work hereunder.
- 71.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part II, Paragraph 44.0, Insurance Coverage Requirements, of this Contract.
- 71.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to CONTRACTOR's Tax Identification Number.
- 71.8 CONTRACTOR shall provide Contract Management Manager with copies of all executed subcontracts after Contract Management Manager's approval.
- 71.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for



any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

71.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

71.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Sub-Contractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

## **72.0 SUSPENSION OF CONTRACT**

COUNTY may, by giving notice, suspend all or part of the program operations for CONTRACTOR's failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the conditions of non-compliance and the period provided for corrective action. Within ten working days from the date of the Notice of Suspension, CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to COUNTY'S approval in writing. Failure to reply in accordance with this section may result in termination by COUNTY of all or part of this Contract.

## **73.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 7.0 "Child Support Compliance Program", shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Part II, Paragraph 75.0 "Termination for Default of Contractor", and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202

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

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Part II, Paragraph 86, "Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other

provision of this Contract, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

## **75.0 TERMINATION FOR DEFAULT OF CONTRACTOR**

75.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Contract Management Manager:

75.1.1 CONTRACTOR has materially breached this Contract;

75.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

75.1.3 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 working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

75.2 In the event COUNTY terminates this Contract in whole or in part as provided by Sub-paragraph 75.1, COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess cost 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 75.2.

75.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 75.2 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 Subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 75.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

75.4 If, after COUNTY has given notice of termination under the provisions of this Sub-paragraph 75.4, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Sub-paragraph 75.4 or that the default was excusable under the provisions of Sub-paragraph 75.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Paragraph 76.0, Termination for Convenience.

75.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR's default as provided in Sub-paragraph 75.1, 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 75.2, 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 COUNTY, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

75.5.1 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 Part II, Paragraph 41.0, Indemnification.

75.6 The rights and remedies of COUNTY provided in this Paragraph 75.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **76.0 TERMINATION FOR CONVENIENCE**

76.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY or CONTRACTOR, in its sole discretion, to be in COUNTY or CONTRACTOR's best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR or COUNTY. The date upon which such termination

becomes effective shall be no less than thirty (30) calendar days after the notice is sent. Notice of Termination from either party shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

76.2 If Contract is terminated by COUNTY, the CONTRACTOR shall:

76.2.1 Stop work under this Contract on the date and to the extent specified in such notice;

76.2.2 Complete performances of such part of the work as shall not have been terminated by such notice; and

76.2.3 Adhere to COUNTY's transition plan as determined by COUNTY.

76.3 If the Contract is terminated for convenience by CONTRACTOR, CONTRACTOR shall provide COUNTY with a transition plan to be approved by COUNTY. CONTRACTOR shall adhere to said transition plan.

76.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Part II, Paragraph 67.0, "Record Retention and Inspection/Audit Settlement".

## **77.0 TERMINATION FOR IMPROPER CONSIDERATION**

77.1 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 the CONTRACTOR.

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

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

## **78.0 TERMINATION FOR INSOLVENCY**

78.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

78.1.1 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;

78.1.2 The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;

78.1.3 The appointment of a Receiver or Trustee for CONTRACTOR; or

78.1.4 The execution by CONTRACTOR of a general assignment for the benefit of creditors.

78.2 The rights and remedies of COUNTY provided in this Paragraph 78.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **79.0 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.

## **80.0 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. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30<sup>th</sup> of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

## **81.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 81.1 This Contract is subject to the provisions of the COUNTY's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 81.2 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 or retain certification as a Transitional Job Opportunity vendor.
- 81.3 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 Transitional Job Opportunity vendor.
- 81.4 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which 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:
- 81.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- 81.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and
- 81.4.3 Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 81.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

## **82.0 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO**

CONTRACTOR shall not use or display the official seal of the COUNTY or the logo of CSS on any of its letterheads or other communication with any debtor, or for any

other reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **83.0 USE OF FUNDS**

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by CSS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by CSS, upon demand by COUNTY.

### **84.0 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.

### **85.0 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. The rights and remedies set forth in this Paragraph 85.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **86.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies as set forth in Attachment P, "Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program", that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**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 authorized to bind the CONTRACTOR.

**COUNTY OF LOS ANGELES**

By Cynthia D. Banks 7/1/11  
Cynthia D. Banks, Director  
Community and Senior Services  
County of Los Angeles

**CONTRACTOR**

CITY OF LONG BEACH

Contractor's Name (Print)

IA1101

Contract Number

95-6000733

Taxpayer ID Number

Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

By

Authorized Signature Date

PATRICK H. WEST

Name (Print or Type)

CITY MANAGER

Title (Print or Type)

By

Authorized Signature Date

Name (Print or Type)

Title (Print or Type)

APPROVED AS TO FORM

7-27-11

By [Signature]  
[Name of Counsel], Deputy County Counsel

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
ANDREA SHERIDAN ORDIN, County Counsel

BY \_\_\_\_\_  
[Name of Counsel], Deputy County Counsel Date





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

**YOUTH EMPLOYMENT PROGRAM  
EXHIBIT A: STATEMENT OF WORK**

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## **YOUTH EMPLOYMENT PROGRAM EXHIBIT A: STATEMENT OF WORK**

### **1.0 PREAMBLE**

For over a decade, the 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 the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the 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.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the 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 the County's outcomes of well-being for children and families, consensus has emerged

among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the 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.
- The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The 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.
- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families should ultimately be judged by whether it helps achieve the 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.

The 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?

The 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
- 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
- Follow-up to ensure appropriate delivery of services

### Service Environment

- Ensure a safe environment, which supports the effective delivery of services.
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- 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. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **2.0 SCOPE OF WORK (YOUTH EMPLOYMENT PROGRAM)**

- 2.1 On June 21, 2011 the Los Angeles County Board of Supervisors adopted the Youth Jobs Program (YEP). The purpose of the program is to provide paid work experience for youth with the following at risk characteristics: low income, foster, probation, General Relief and CalWORKs youth between the ages of 16 and 24. Youth may work an average of 100 hours beginning July 1, 2011, and for the duration of the contract, including any extension period. Youth will be paid minimum wage (presently \$8.00) in accordance with the California Labor Code. Contracted employment opportunities are provided in partnership with the Workforce Investment Boards and community agencies throughout Los Angeles County.

## **3.0 ELIGIBLE YOUTH**

- 3.1 Youth must be a Los Angeles County resident, economically disadvantaged, at risk and between the ages of 16 and 24 and has one or more of the following characteristics:
- 3.1.1 Foster Youth
  - 3.1.2 Probationary Youth
  - 3.1.3 CalWorks recipient and/or General Relief recipient
  - 3.1.4 Economically Disadvantaged Youth

#### **4.0 COST PER YOUTH**

4.1 CONTRACTOR shall not exceed a slot cost of \$1,290 per youth.

#### **5.0 SPECIFIC TASKS**

##### **WORK OPPORTUNITIES / PAID WORK EXPERIENCE**

5.1 CONTRACTOR shall provide youth with an average of 100 hours of paid work experience, over the term of the contract, including any extension periods, at the minimum wage rate (presently \$8.00).

5.2 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 inclusive of the necessary life skills;
- 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.

#### **6.0 PAYMENTS TO PARTICIPANTS**

6.1 CONTRACTOR shall have access to adequate documentation, such as a timecard with documentation of actual hours worked, prior to paying a youth.

6.2 CONTRACTOR shall allow payment for youth on time spent on world to work activities included but not limited to the following: training modules geared towards building capacity in areas relevant to work and career (i.e., opening a bank account, applying for scholarships and financial aid). Time spent in orientation and/or assessments will not be paid. Activities other than those listed such a field trips, etc. must receive prior approval from COUNTY.

6.3 CONTRACTOR shall ensure that all payments will be made on a timely basis.

#### **7.0 WORKSITES**

7.1 CONTRACTOR shall ensure that all supervisors be provided with an Orientation concerning the objectives, regulations, policies and procedures of this program through appropriate documentation (i.e. signed in sheets).

- 7.2 CONTRACTOR shall ensure that Payroll and Worker's Compensation Costs are administered either through CONTRACTOR or a subcontractor.
- 7.3 CONTRACTOR shall 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 5.0 et, al. as set forth in the Contract.
- 7.4 CONTRACTOR shall ensure a safe working environment that meets federal, state, and county requirements.
- 7.5 CONTRACTOR shall have executed Worksite Agreements with the minimum requirements that each worksite agency sets forth the operational specifics, 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 CONTRACTOR with a copy at the worksite.
- 7.6 CONTRACTOR will assume all responsibilities associated with being the Employer-of-Record on behalf of COUNTY including, but not limited to the following:
- **Placement:** Work with existing worksites for youth to complete the required program hours.
  - **Wages & hours:** CONTRACTOR will comply with federal and state overtime and minimum wage requirements. Ensure worksite is safe for youth in accordance with the existing California Labor Laws. Additionally, CONTRACTOR will be responsible for processing payroll and reviewing timecards as required under this agreement.
  - **Employee benefits:** CONTRACTORS will cover all expenses associated with income tax and worker's compensation on behalf of program participants in accordance with COUNTY requirements as specified under this agreement.
  - **Workplace health and safety:** CONTRACTOR will comply with OSHA requirements, and implement policies on smoking, drugs and alcohol abuse.
  - **Discrimination:** CONTRACTOR will prevent sexual harassment and discrimination based on age, race, pregnancy, sexual orientation and national origin.
  - **Termination:** CONTRACTOR will have a process in place to terminate youth who either violate the worksite rules or fail to comply with program rules and policies.
  -



## **8.0 ADMINISTRATIVE COSTS**

- 8.1 CONTRACTOR shall ensure that at a minimum seventy percent (75%) of the total allocation be spent on direct services to participants, which includes wages and fringe benefits; a maximum of twelve percent (12%) of this seventy five percent (75%) amount may be allocated for supportive services which includes, but is not limited to, transportation costs, clothing, etc.
- 8.2 CONTRACTOR shall ensure that a maximum of 25% of the total allocation be spent for administrative/indirect services.

## **9.0 PERFORMANCE MEASURES AND STANDARD GOALS**

- 9.1 CONTRACTOR shall provide subsidized work experience.

## **10.0 SYSTEMS**

- 10.1 CONTRACTOR shall utilize the County's proprietary web-based application for all facets of the Youth Employment Program.
- 10.2 COUNTY shall provide training on the web-based application to CONTRACTOR and designated staff as needed to ensure system compliance and data integrity.

## **11.0 REPORTING REQUIREMENTS**

- 11.1 CONTRACTOR shall utilize the Youth Employment Program Web-Based Application system for tracking applicants, enrollments, and all other data requirements specific to this program. CONTRACTOR shall complete and return to CSS assigned Contract Analyst, the County of Los Angeles Agreement for Acceptable Use and Confidentiality of County's Information Technology Assets, Computers, Networks, System and Data Form, as well as the Confidentiality Agreement form prior to beginning work on the Youth Employment Program Contract.
- 11.2 CONTRACTOR must ensure that all participant information is entered at the point of participant entry and maintained accordingly within 5 business days. County will utilize this system to automatically create and maintain reports.
- 11.3 **Fiscal Monthly Invoice:** Contractor shall submit all invoices under this program in accordance with Section 6.0, Part I, Unique Terms and Conditions, of the Contract. Invoices shall be submitted no later than the **10th day of each month** to [WIAinvoice@css.lacounty.gov](mailto:WIAinvoice@css.lacounty.gov).

## **12.0 CONTRACTOR MEETINGS**

- 12.1 CONTRACTOR shall ensure that programmatic or designated staff assigned to SYEP attends any scheduled meetings, workshops, and trainings. Furthermore, CONTRACTOR is required to ensure all program active staff attend and complete all technical assistance training modules offered either via either electronic means or in person.

## **13.0 TARGETED SPECIAL POPULATION**

### **13.1**

**TARGETED SPECIAL POPULATION:** CONTRACTOR must meet a minimum enrollment goal of 10% (ten percent) for each of the following targeted populations:

Foster Youth  
Probationary Youth  
CalWORKs  
General relief youth

## **14.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM**

- 14.1 The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met. A copy must be provided to the Contracts Management Manager (CMM) on the Contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:
- 14.2 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in Exhibit B, Statement of Work. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 14.3 If CONTRACTOR performance requirements are not met, the CMM may call CONTRACTOR; send CONTRACTOR a User Complaint Report (UCR), Attachment XI, or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four (24) hours of receipt. All performance requirement issues will be reported to the CMM.
- 14.4 Methods for ensuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.
- 14.5 If CONTRACTOR performance requirements are not met, the CMM may, in addition to all other remedies available under this Contract, call

CONTRACTOR; send CONTRACTOR a User Complaint Report (UCR), Attachment XI, or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four (24) hours of receipt. All performance requirement issues will be reported to the CMM.

- 14.6 CONTRACTOR shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CMM.

## **15.0 QUALITY ASSURANCE MONITORING**

- 15.1 The CMM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this Contract using the quality assurance procedures specified in this Statement of Work. All monitoring will be conducted in accordance with Part II, Section 24.0 COUNTY's Quality Assurance Plan, of the Contract. 4.0.

- 15.2 CSS Contract Management Manager (CMM), as defined in Section 2.0 of the Standard Terms and Conditions, or designated alternate, shall have the full authority to monitor CONTRACTOR's performance in the day-to-day operation of the contract.

## **16.0 SUBCONTRACTING**

- 16.1 CONTRACTOR may enter in subcontracts for services under the program with prior written consent of the CMM, as provided for in the Contract. All representations and warranties shall inure to the benefit of the County of Los Angeles.

**ATTACHMENT A**  
**STATEMENT OF WORK**

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## **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.

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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.

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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**

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- 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

### 1.0 GENERAL

#### 1.1 OVERVIEW

On June 28, 2011, the Los Angeles County Board of Supervisors adopted the Summer Youth Employment Program (SYEP). The purpose of the program is to provide paid work experience for youth with the following at risk characteristics: low income, foster, probation, General Relief and CalWORKs youth between the ages of 16 and 24. Youth may work a minimum of 100 hours. Youth will be paid minimum wage in accordance with the California Labor Code. Contracted employment opportunities are provided in partnership with the Workforce Investment Boards and community agencies throughout Los Angeles County.

#### 1.2 SCOPE OF WORK

1.2.1 CONTRACTOR shall develop a screening process to evaluate providers based on the type of paid work experience they can provide. These services shall include paid work experience for youth with the following at risk characteristics: low income, foster care, on probation, General Relief and CalWORKs between the ages of 16 and 24.

1.2.2 CONTRACTOR shall provide intermediary services by administering and subcontracting with providers who will provide paid work experience.

#### 1.3 Key County Personnel

COUNTY will designate staff who will provide assistance on all policies, procedures, requirements, performance, and information pertaining to the Contract.

#### 1.3 Key Contractor Personnel

CONTRACTOR shall provide a Contract Manager who will act as liaison with Community and Senior Services and be responsible for the overall management and coordination of this Contract. The Contract Manager shall be identified in writing and provide the following:

1.3.1 Have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operation of this Contract.

#### 1.5 Quality Control

1.5.1 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:

- 1.5.1.1 Method for assuring that licensed staff renders the services under this Contract;
- 1.5.1.2 Method of monitoring to ensure that Contract requirements are being met; and
- 1.5.1.3 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.

## **1.6 County's Quality Assurance Plan**

- 1.6.1 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract using the quality assurance procedures as defined in the Contract, Part II, Section 24, COUNTY's Quality Assurance Plan. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards.
- 1.6.2 Performance Evaluation Meetings shall be held jointly by CSS and the Contract Manager as often as deemed necessary by the CCM.

## **1.7 Attendance At and Notice of Meetings**

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

## STATEMENT OF WORK

### 2.0 DEFINITIONS

- 2.1 Cal-WORKs recipient** – A recipient of CalWORKs funding. The CalWORKs program provides temporary financial assistance and employment focused services to families with minor children who have income and property below State maximum limits for their family size. Most able-bodied aided parents are also required to participate in the CalWORKs GAIM employment services program
- 2.2 (Economically Disadvantaged) Low Income Individual** – The term *low-income* means an individual who:
- A. Receives, or is a member of a family that receives cash payments under a federal, state, or local income-based public assistance program;
  - B. Receives an income, or is a member of a family that receives a total family income, for the six-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, public assistance, and old-age and survivors insurance benefits received under Section 202 of the Social Security Act) that, in relation to family size, does, not exceed the higher of:
    - 1. The poverty line, for an equivalent period; or
    - 2. Seventy percent of the lower living standard income level, for an equivalent period;
  - C. Is a member of an household that receives (or has been determined within the six-month period prior to application for the program involved to be eligible to receive) food stamps;
  - D. Qualifies as a homeless individual;
  - E. Is a foster child on behalf of whom state or local government payments are made; or
  - F. Is an individual with a disability whose own income meets the requirements of a program described in (A) or (B), but who is a member of a family whose income does not meet such requirements.
- 2.3 Foster Youth** – A person under 18 years of age (to 21 years of age under specific circumstances) who is being provided 24-hour care and supervision by someone other than a parent/legal guardian in a location other than his or her own home.

**2.4 General Relief recipient** – A person who receives General Relief (GR) a County-funded program that provides financial assistance to indigent adults who are eligible for federal or State programs.

**2.5 Homeless** – Homeless individual or homeless person includes:

1. An individual who lacks a fixed, regular, and adequate nighttime residence; and
2. An individual who has a primary nighttime residence that is:
  - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
  - b. An institution that provides a temporary residence for individuals intended to be institutionalized; or
  - c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

**2.6 Offender** – Any adult or juvenile who:

- A. Is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or
- B. Requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

**2.7 Runaway Youth** – A person under 18 years of age who absents himself/herself from home or place of legal residence without the permission of parent(s) or legal guardian(s).

**2.8 Subsidized Employment** – Work with earnings provided by an employer who receives a subsidy for the creation and maintenance of the employment position.

**2.9 The Secretary's Commission on Achieving Necessary Skills (SCANS)** – was appointed in 1990 by Lynn Martin, the Secretary of the United States Department of Labor. The SCANS' job was to examine the demands of the future workplace, and they eventually developed a list of skills "that high-performance workplaces require and that high-performance schools should produce". It consists of five basic competencies that are built on a three-part foundation, which define what an effective worker should know and have skill in.

## **STATEMENT OF WORK**

### **3.0 SPECIFIC TASKS**

#### **3.1 INTERMEDIARY SERVICES**

- 3.1.1 CONTRACTOR shall act as intermediary between COUNTY and paid work experience providers (Subcontractors).
- 3.1.2 CONTRACTOR shall procure qualified non-profit community-based organizations and governmental agencies (Subcontractors) to provide paid work experience to youth eligible to participate in the SYEP. Subcontractors must adhere to all the terms and conditions of the Contract. Moreover, they must execute the sample Technical Exhibit 1.0, Statement of Work for the Summer Youth Employment Program, hereto attached.
- 3.1.3 CONTRACTOR shall ensure subcontractor(s) employ enough bilingual personnel to provide services to the youth participating in the SYEP.
- 3.1.4 CONTRACTOR shall ensure that the subcontractor(s) perform the services as identified in Technical Exhibit 1.0, Summer Youth Employment Program.
- 3.1.5 CONTRACTOR shall ensure that all subcontractor(s) comply with all contractual requirements applicable to this Contract.
- 3.1.6 CONTRACTOR shall ensure that all subcontractor(s) conform to Federal and State laws and regulations, and COUNTY ordinances.
- 3.1.7 CONTRACTOR shall ensure that Equal Opportunity and Confidentiality is maintained by the subcontractor(s).

#### **3.2 WORKSITES**

- 3.2.1 CONTRACTOR shall ensure a safe working environment that meets federal, state, and county requirements.
- 3.2.2 CONTRACTOR shall maintain a copy of any executed subcontract(s) and ensure that the subcontractor(s) copy is at the worksite.

3.2.3 CONTRACTOR shall ensure the required Liability and Worker's Compensation Insurance is maintained by the subcontractor(s). Certification of such insurance shall be provided upon execution of the subcontract and shall comply with the conditions of County Insurance Requirement in Paragraph 44.0 and 45.0 et, al. as set forth in the Contract.

3.2.4 CONTRACTOR shall ensure that Payroll and Worker's Compensation Costs are administered through the subcontractor(s).

### **3.3 ADMINISTRATIVE COSTS**

3.3.1 CONTRACTOR shall ensure that its administrative costs do not exceed twenty-five percent (25%) of the total allocation.

3.3.2 CONTRACTOR shall ensure that subcontractor(s) spend a minimum seventy-five percent (75%) of their total allocation on direct services to the youth, which includes wages and fringe benefits; a maximum of twelve percent (12%) of the minimum 75% spent on direct services may be allocated for supportive services which includes, but is not limited to, transportation costs, clothing, etc.

3.3.3 CONTRACTOR shall ensure that subcontractor(s) do not expend more than a maximum of twenty-five percent (25%) of their total allocation for administrative/indirect services.

### **3.4 REPORTING**

3.4.1 CONTRACTOR shall ensure that subcontractor(s) utilize the Summer Youth Employment Program Web-Based Application system for tracking applicants, enrollments, and all other data requirements specific to this program.

3.4.2 CONTRACTOR shall ensure that subcontractor(s) enters all youth information at the point of entry and data is maintained accordingly within five (5) business days.

### **3.5 MONITORING**

CONTRACTOR shall monitor the performance of the subcontractor(s) to ensure performance goals are met.

# ATTACHMENT B

FY 2011-2012

## INTERMEDIARY AGREEMENT YOUTH EMPLOYMENT PROGRAM BUDGET

BUDGET INFORMATION SUMMARY

LINE ITEM BUDGET

LEGAL NAME OF CONTRACTOR: City of Long Beach WIB

CONTRACT #: IA1101

AMENDMENT #:

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
INTERMEDIARY AGREEMENT  
YOUTH EMPLOYMENT PROGRAM BUDGET  
BUDGET SUMMARY**

AGENCY NAME: City of Long Beach WIB CONTRACT #: IA1101  
 CONTACT NAME: Bryan S. Rogers AMENDMENT #: 0  
 CONTACT PHONE: 562.570.3701  
 CONTACT E-MAIL: Bryan.Rogers@longbeach.gov



**A. COST ACTIVITY SUMMARY** TOTAL COST: \$ 245,000

PROGRAM ACTIVITY	AMOUNT BUDGETED	
YEP PROGRAM	ADMINISTRATIVE (25%)	PROGRAM (75%)
<b>TOTAL COSTS</b>	<b>\$ 14,010</b>	<b>\$ 230,990</b>

**B. MONTHLY EXPENDITURES OF PROGRAM COSTS - CUMULATIVE**

YEP PROGRAM 2011	JULY	AUGUST	SEPTEMBER	OCTOBER
Administrative	\$3,503	\$9,107	\$12,609	\$14,010
Program	\$57,748	\$150,144	\$207,891	\$230,990
<b>TOTAL COSTS</b>	<b>\$61,251</b>	<b>\$159,251</b>	<b>\$220,500</b>	<b>\$245,000</b>



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
INTERMEDIARY AGREEMENT  
YOUTH EMPLOYMENT PROGRAM BUDGET  
LINE ITEM BUDGET**

Attachment B  
Page 2 of 7

AGENCY NAME: City of Long Beach WIB

CONTRACT #: IA1101  
AMENDMENT #: \_\_\_\_\_

LINE ITEM EXPENDITURES			
PERSONNEL COSTS	(A) * ADMINISTRATIVE	(B) * PROGRAM	(SUM A+B) * TOTAL
Staff Salaries & Wages	\$4,204	\$30,833	\$35,037
Staff Fringe Benefits	\$2,309	\$16,937	\$19,246
<b>Sub-Total Personnel Costs</b>	<b>\$6,513</b>	<b>\$47,770</b>	<b>\$54,283</b>

NON-PERSONNEL COSTS	(A) * ADMINISTRATIVE	(B) * PROGRAM	(SUM A+B) * TOTAL
Facility Rent	\$232	\$2,186	\$2,418
Utilities (Telephone, Gas, Electricity, Water)	\$0	\$0	\$0
Janitorial Services	\$0	\$0	\$0
Maintenance Repairs	\$0	\$0	\$0
Monitoring	\$0	\$0	\$0
Computer Hardware/Software Purchase	\$0	\$0	\$0
Office Equipment	\$0	\$0	\$0
Training Materials	\$0	\$0	\$0
Consumable Supplies	\$0	\$0	\$0
Advertisement	\$0	\$0	\$0
Print / Reproduction	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0
Consultant	\$0	\$0	\$0
Audit	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Meeting/Conferences	\$0	\$0	\$0
Insurance:	\$0	\$0	\$0
A) Liability/Automobile	\$0	\$0	\$0
B) Building	\$0	\$0	\$0
Staff Training/Workshops/TA	\$0	\$0	\$0
Other (ADP Payroll)	\$7,265	\$0	\$7,265
<b>Sub-Total Non-Personnel Costs:</b>	<b>\$7,497</b>	<b>\$2,186</b>	<b>\$9,683</b>

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
INTERMEDIARY AGREEMENT  
YOUTH EMPLOYMENT PROGRAM BUDGET  
LINE ITEM BUDGET**

AGENCY NAME: City of Long Beach WIB

CONTRACT #: IA1101  
AMENDMENT #: \_\_\_\_\_

LINE ITEM EXPENDITURES			
PARTICIPANT COSTS	(A) * ADMINISTRATIVE	(B) * PROGRAM	(SUM A+B) * TOTAL
Participant Wages / Work Experience		\$149,852	\$149,852
Participant Fringe Benefits		\$25,100	\$25,100
OJT Employer Reimbursement		\$0	\$0
Tuition Payments / Vouchers		\$0	\$0
Vocational Exploration		\$0	\$0
Limited Internships		\$0	\$0
Incentive		\$0	\$0
Bonus Payments		\$0	\$0
Child Care		\$0	\$0
Transportation		\$6,082	\$6,082
Housing Costs		\$0	\$0
Uniforms/Work Related Tool Costs		\$0	\$0
Other Supportive Services (Specify)		\$0	\$0
<b>Sub-Total Participant Costs</b>		<b>\$181,034</b>	<b>\$181,034</b>
SUBCONTRACTORS COSTS	(A) * ADMINISTRATIVE	(B) * PROGRAM	(SUM A+B) * TOTAL
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>Sub-Total Subcontractors Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
*Indirect Cost Rate	\$0	\$0	
<b>Sub-Total Indirect Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL</b>	<b>\$14,010</b>	<b>\$230,990</b>	<b>\$245,000</b>

\*Include a copy of the Indirect Cost Rate Agreement .

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

Attachment B  
Page 4A of 7

**INTERMEDIARY AGREEMENT  
YOUTH EMPLOYMENT PROGRAM BUDGET  
ADMINISTRATIVE COSTS  
NON-PERSONNEL SCHEDULE**

AGENCY NAME:

City of Long Beach WIB

CONTRACT # IA1101

AMENDMENT # \_\_\_\_\_

LINE ITEM EXPENDITURES		
LINE ITEM EXPENDITURES	Description/Justification For Line Item Expenditures (Show All Calculations Where Possible)	TOTAL
Facility Rent	.05 FTE X 17 weeks X 1.90 per sq foot x 143.65 sq feet	\$232
Utilities (Phone, Gas, Electric, Water)		\$0
Janitorial Services		\$0
Maintenance Repairs		\$0
Monitoring		\$0
Computer Hard/Software Purchase		\$0
Office Equipment		\$0
Training Materials		\$5
Consumable Supplies		\$0
Advertisement		\$0
Print / Reproduction		\$0
Professional Services		\$0
Consultant		\$0
Audit		\$0
Travel		\$0
Meeting/Conferences		\$0
Insurance:		\$0
A) Liability/Automobile		\$0
B) Building		\$0
Staff Training/Workshops/TA		\$0
Other (ADP Payroll):	\$1816.25 x 4 months	\$7,265

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
INTERMEDIARY AGREEMENT  
YOUTH EMPLOYMENT PROGRAM BUDGET  
PROGRAM COSTS  
NON-PERSONNEL SCHEDULE**

Attachment B  
Page 4B of 7

AGENCY NAME:

City of Long Beach WIB

CONTRACT # IA1101

AMENDMENT # \_\_\_\_\_

<b>LINE ITEM EXPENDITURES</b>		
<b>LINE ITEM EXPENDITURES</b>	<b>Description/Justification For Line Item Expenditures (Show All Calculations Where Possible)</b>	<b>TOTAL</b>
Facility Rent	.47 FTE X 17 weeks X 1.90 per sq foot x 144 sq feet	\$2,186
Utilities (Phone, Gas, Electric, Water)		\$0
Janitorial Services		\$0
Maintenance Repairs		\$0
Monitoring		\$0
Computer Hard/Software Purchase		\$0
Office Equipment		\$0
Training Materials		\$0
Consumable Supplies		\$0
Advertisement		\$0
Print / Reproduction		\$0
Professional Services		\$0
Consultant		\$0
Audit		\$0
Travel		\$0
Meeting/Conferences		\$0
Insurance:		\$0
A) Liability/Automobile		\$0
B) Building		\$0
Staff Training/Workshops/TA		\$0
Other (Specify):		\$0



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
INTERMEDIARY AGREEMENT  
YOUTH EMPLOYMENT PROGRAM BUDGET  
PARTICIPANT COST CATEGORY**

AGENCY NAME: City of Long Beach WIB

CONTRACT #: IA1101

AMENDMENT #: \_\_\_\_\_

PARTICIPANT COST	TOTAL COST		
	ADMINISTRATIVE	PROGRAM	TOTAL
PARTICIPANT WAGES	\$0	\$149,852	\$149,852
PARTICIPANT FRINGE BENEFITS	\$0	\$25,100	\$25,100
<b>GRAND TOTAL</b>	<b>\$0</b>	<b>\$174,952</b>	<b>\$174,952</b>

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EMPLOYER EXPENSES, CONTRIBUTIONS AND BENEFITS			
	ADMINISTRATIVE	PROGRAM	TOTAL
FICA	\$0	\$9,291	\$9,291
H.I.T.	\$0	\$2,172	\$2,172
Workers Compensation	\$0	\$13,637	\$13,637
<b>GRAND TOTAL</b>	<b>\$0</b>	<b>\$25,100</b>	<b>\$25,100</b>



MONTHLY INVOICE FORMAT

Month \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_  
PROGRAM: \_\_\_\_\_  
CONTRACT PERIOD: JULY 1, 2011 - JUNE 30, 2012  
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 Participant	Hourly Rate	Monthly Amount
1			
2			
3			
4			
5			

Sub Total \$ \_\_\_\_\_  
Grand Total \$ \_\_\_\_\_

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

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

\_\_\_\_\_  
Prepared By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contract Phone Number

FOR CSS USE ONLY

\_\_\_\_\_  
County Contract Administrator Signature

\_\_\_\_\_  
Approval Date

\_\_\_\_\_  
Date to Fiscal Operation

\_\_\_\_\_  
Program Accounting Approval

\_\_\_\_\_  
Date



## PERSONNEL SCHEDULE

Agency Name \_\_\_\_\_

Month \_\_\_\_\_

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





**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**CSS DIRECTOR:**Name: Cynthia BanksTitle: DirectorAddress: 3175 W. 6<sup>th</sup> StreetLos Angeles, CA 90020Telephone: (213) 738-4208Facsimile: (213) 380-8275E-Mail Address: cbanks@css.lacounty.gov**COUNTY'S CONTRACT MANAGEMENT MANAGER (CMM):**Name: Carol DomingoTitle: ManagerAddress: 3175 W. 6<sup>th</sup> StreetLos Angeles, CA 90022Telephone: (213) 639-6339

Facsimile: \_\_\_\_\_

E-Mail Address: cdomingo@css.lacounty.gov**COUNTY'S CONTRACT COMPLIANCE MANAGER (CCM):**Name: Jackie Lynn SakaneTitle: ManagerAddress: 3175 W. 6<sup>th</sup> StreetLos Angeles, CA 90020Telephone: (213) 739-7390

Facsimile: \_\_\_\_\_

E-Mail Address: jsakane@css.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:** City of Long Beach, Administering Entity for Pacific Gateway  
Workforce Investment Network

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: Rick Gonzalez  
Title: Youth Opportunity Center Coordinator  
Address: 3447 Atlantic Ave. Long Beach, CA 90807  
Telephone: 562.570.4716  
Facsimile: 562.570.4745  
E-Mail Address: Rick.Gonzalez@longbeach.gov

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Bryan S. Rogers  
Title: WIB Executive Director  
Address: 3447 Atlantic Ave. Long Beach, CA 90807  
Telephone: 562.570.3701  
Facsimile: 562.570.3704  
E-Mail Address: Bryan.Rogers@longbeach.gov

Name: Patrick H. West  
Title: City Manager  
Address: 333 W. Ocean Blvd. Long Beach, CA 90802  
Telephone: 562.570.3701  
Facsimile: 562.570.3704  
E-Mail Address: Patrick.West@longbeach.gov

**Notices to Contractor shall be sent to the following:**

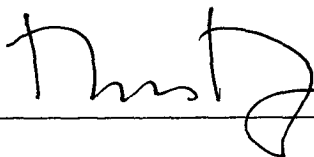
Name: Bryan S. Rogers  
Title: WIB Executive Director  
Address: 3447 Atlantic Ave. Long Beach, CA 90807  
Telephone: 562.570.3701  
Facsimile: 562.570.3704  
E-Mail Address: Bryan.Rogers@longbeach.gov

## CONTRACTOR'S AUTHORIZED OFFICIAL(S) TO SIGN REIMBURSEMENT REQUESTS

Name: Bryan S. Rogers  
Title: WIB Executive Director  
Address: 3447 Atlantic Ave. Long Beach, CA 90807

Telephone: 562.570.3701  
Facsimile: 562.570.3704  
E-Mail Address: Bryan.Rogers@longbeach.gov

Signature:



---

Name: KC Nash  
Title: Operations Officer  
Address: 3447 Atlantic Ave. Long Beach, CA 90807

Telephone: 562.570.3678  
Facsimile: 562.570.3654  
E-Mail Address: KC.Nash@longbeach.gov

Signature:



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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: City of Long Beach, Administering Entity for Pacific Gateway Workforce Investment Network			
Company Address: 3447 Atlantic Ave.			
City:	Long Beach	State:	CA
		Zip Code:	90807
Telephone Number: 562.570.3701			
Solicitation For YEP Administration Services:			

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Patrick H. West	Title: City Manager
Signature: 	Date: 7.28.11

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

BIDDER'S/CONTRACTOR'S EEO CERTIFICATION

Bidder's/Contractor's Name: City of Long Beach, Administering Entity for Pacific Gateway WIN

Address: 3447 Atlantic Ave. Long Beach, CA 90807

Internal Revenue Service Employer Identification Number: [REDACTED]

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/CONTRACTOR'S CERTIFICATION

(Circle one)

- 1. The bidder/contractor's has a written policy statement prohibiting discrimination in all phases of employment.  Yes No
- 2. The bidder/contractor's periodically conducts a self-analysis or utilization analysis of its work force.  Yes No
- 3. The bidder/contractor's 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/contractor's has a system for taking reasonable corrective action to include establishment of goals or timetables.  Yes No

Patrick H. West, City Manager

Name and Title of Signer

Assistant City Manager

Signature

Date

7.28.11

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.



CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

Note: This certification is to be executed and returned to County with CONTRACTOR's executed Contract. Work cannot begin on the Contract until County receives this executed document.

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT  
AND CONFIDENTIALITY AGREEMENT**

**Note:** This certification is to be executed and returned to County with CONTRACTOR's executed Contract. Work cannot begin on the Contract until County receives this executed document.

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Cost Allocation

"AGENCY NAME"  
COST ALLOCATION PLAN

I. GENERAL INFORMATION

A. POLICY

This cost allocation plan is based on the guidelines and requirements of the Workforce Investment Act (WIA) regarding the allocation and categorization of costs.

The plan describes the methods used to collect, analyze and distribute shared costs by the \_\_\_Agency Name\_\_\_. The methodologies and procedures described in the plan have been developed in accordance with Generally Accepted Accounting Principles and regulations applicable to WIA.

B. APPLICABILITY

The cost allocation plan is applicable to all grants and contracts entered into by \_\_\_Agency\_\_\_.

(If applicable.)

Costs associated with subcontractor expenditures are allocated by those organizations in accordance with the same guidelines and principles established by WIA for all recipients and subrecipients receiving Federal funds.

II. ORGANIZATIONAL STRUCTURE

The \_\_\_Agency Name\_\_\_, a \_\_\_type of organization (e.g. non-profit, local government)\_\_\_, administers employment and training services. This agency receives funding from the \_\_\_funding from the \_\_\_funding source\_\_\_ for the administration of WIA programs.

For purposes of this cost allocation plan, \_\_\_Agency Name\_\_\_ functions are categorized as follows:

- A. Programmatic Functions - The programmatic functions listed below are those that have been determined through review and analysis to benefit either directly or indirectly WIA grants and contracts administered by \_\_\_Agency Name\_\_\_.

B.

The costs for which the benefit can be directly identified, will be charged to the benefiting grant and category. Shared costs will be charged based on either employee time reporting or number of participants served by activity.

Programs Administered Directly by \_\_\_Agency Name\_\_\_:

The programmatic aspects of the following programs are administered by the agency. In addition to the directly identifiable costs associated with these programs, each bears a burden of shared administrative costs based on the burden of direct grant expenditures to total direct grant expenditures for the period.

II. COST ALLOCATION:

All costs are allocated based on documented information. Such costs, defined as shared costs, are pooled for the purpose of allocation. The agency pools administrative costs, both personnel and non-personnel (operating costs), for purposes of allocation to all programs administered. These costs are then allocated to programs based on documented direct charges.

The agency will review and update this plan no less than annually or when there is a significant change in funding or allocation.

The above plan applies to funds administered by \_\_\_Agency Name\_\_\_ for the period July 1, 20XX through June 30, 20XX.

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

City of Long Beach, Administering Entity for Pacific Gateway Workforce Investment Network

Company Name

3447 Atlantic Ave. Long Beach, CA 90807

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

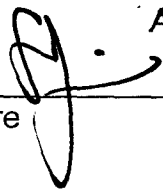
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

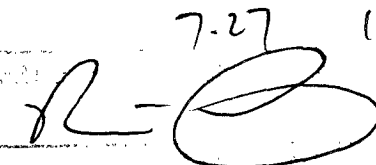
- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

  
 Signature

**Assistant City Manager**  
EXECUTED PURSUANT TO CLERK OF THE CITY CHARTER.

7.28.11  
 Date

**PATRICK H. WEST, CITY MANAGER**  
**Name and Title of Signer (please print)**

7.27 11  




Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2005)

**Have You Told Your Employees About the Earned Income Credit (EIC)?**

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 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, 2006.

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 1-800-829-3673, or from the IRS website at [www.irs.gov](http://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 2005 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 2005 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 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2006 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. 12-2005)  
Cat. No. 205991

**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](http://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](http://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*)  
Alta Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite 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 redamar 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.

### ¿Solo 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.

### ¿Que pasara 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 pasara si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde 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 8:30 a.m. del jueves 26 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 esta 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.*

**DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to the State of California, Government Code, Section #8355 ff, the Contractor hereby certifies that:

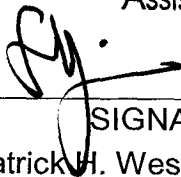
- 1. Contractor agrees to the incorporation of this Certification into the Workforce Investment Act Contract and certifies that the Contractor will provide all participants and employees a drug-free workplace, pursuant to Government Code Section #8355 ff of the State of California, by doing all of the following:

Publishing a Statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

Establishing a drug awareness program to inform employees about the dangers of drugs and the types of help available to drug abusers.

- 2. Contractor further understands that, pursuant to the State of California, Government Code Section #8355 ff, payments to Contractor under this Contract may be suspended and/or terminated if the County determines that any of the following has occurred:
  - a. Contractor has made a false certification under the State of California, Government Code Section #8355 ff.
  - b. Contractor has violated the Certification by failing to carry out the requirements of this Certification.
- 3. This Certification shall not be construed to require the Contractor to ensure that other businesses with which it conducts normal business intercourse, also provide drug-free workplaces.

Assistant City Manager



EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

SIGNATURE

Patrick H. West, City Manager

SIGNATORY'S NAME (TYPE)

City of Long Beach

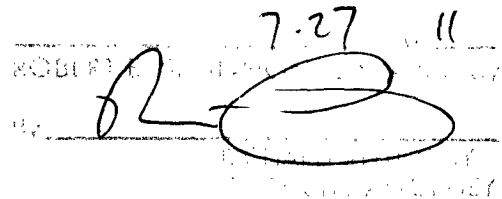
AGENCY NAME (TYPE)

7-28-11

DATE

APPROVED AS TO FORM

7-27 11



ROBERT E. ...

**COUNTY OF LOS ANGELES  
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES  
SUMMER YOUTH EMPLOYMENT 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**

<input type="checkbox"/> Special Education	<input type="checkbox"/> Pregnant	<input type="checkbox"/> Single HOH	<input type="checkbox"/> Criminal Record
<input type="checkbox"/> GED Needed	<input type="checkbox"/> Parenting	<input type="checkbox"/> Language Barrier	<input type="checkbox"/> Homeless
<input type="checkbox"/> High School Dropout	<input type="checkbox"/> Single Parent	<input type="checkbox"/> Alcohol/Substance	<input type="checkbox"/> Other

Describe Barriers

---

**PROGRAM SERVICE PLAN**

PAID WORK EXPERIENCE	<input type="checkbox"/> Office Clerk <input type="checkbox"/> Recreational Aid <input type="checkbox"/> Teacher's Aid <input type="checkbox"/> Maintenance Worker <input type="checkbox"/> Other
SUPPORT SERVICES	<input type="checkbox"/> Transportation <input type="checkbox"/> Childcare Is participant enrolled in Cal Learn:      No ( <input type="checkbox"/> ) Yes ( <input type="checkbox"/> )

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: City of Long Beach, Administering Entity for Pacific Gateway WIN			
Company Address: 3447 Atlantic Ave.			
City: Long Beach	State: CA	Zip Code: 90807	
Telephone Number: 562.570.3701	Email address: Bryan.Rogers@longbeach.gov		
Solicitation/Contract For: YEP Administration	Services:		

The Proposer/Bidder/Contractor certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County Property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**


I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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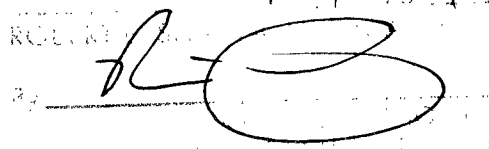
*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Patrick H. West	Title: City Manager
Signature:  Assistant City Manager	Date: 7.28.11

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

APPROVED AS TO FORMS

7.27 11



**AUDITOR–CONTROLLER CONTRACT ACCOUNTING  
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

## **AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

### **A. ACCOUNTING AND FINANCIAL REPORTING**

#### **1.0 BASIS OF ACCOUNTING**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

##### Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

##### Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:



- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

### 1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

## 2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

### 2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns

- Income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

### 2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

### 2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

## 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

## 2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

## 2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

### 3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

#### 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

#### 3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel,

purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

### 3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

### 3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

### 3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

## 4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

## 5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

### 5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

## **6.0 SUBCONTRACTS**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

## **B. INTERNAL CONTROLS**

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

### **1.0 CASH RECEIPTS**

#### **1.1 Separate Fund or Cost Center**

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

#### **1.2 Deposits**

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

### 1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

### 1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

## **2.0 DISBURSEMENTS**

### 2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

### 2.2 Approvals and Separation of Duties



Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

### 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

### 2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

### 3.0 TIMEKEEPING

#### 3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

#### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

##### Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

##### Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

#### Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

### **4.0 FIXED ASSETS**

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

#### **4.1 Acquisition**

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

#### **4.2 Identification and Inventory**

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

#### 4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

#### 4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

### 5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

## C. **COST PRINCIPLES**

### 1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

#### 1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

#### 1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

#### 1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

#### 1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

#### 1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

### 2.0 ALLOCATION OF COST POOLS

For CONTRACTORs that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

#### 2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other

items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

### Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

#### Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

#### **D. UNALLOWABLE COSTS**

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

#### **E. OVERPAYMENTS**



If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

## **F. MISCELLANEOUS REQUIREMENTS**

### **1.0 INSURANCE**

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

### **2.0 ACTIVITY**

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

**USER COMPLAINT REPORT  
WORKFORCE INVESTMENT ACT (WIA) SERVICES**

This form is to be used by CSS users of WIA services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Contract Management Manager for this Contract.

Date of Report: \_\_\_\_\_ User Name: \_\_\_\_\_

WIA Office Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Date(s) of Incident(s): \_\_\_\_\_

Below, please check the appropriate boxes and explain each incident separately:

- Contractor's Program Director is not responding to messages.
- Contractor's staff not available or not responding to messages.
- Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

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**To report an urgent/serious problem, call Carol Domingo at: (213) 639-6339**

Send UCR to Carol Domingo, Community and Senior Services, 3175 West Sixth Street, Box 11, Los Angeles, CA 90020 and a copy to Contracts Management Division, 3175 West Sixth Street, Room 403, Los Angeles, CA 90020.

**COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
JOINT REVENUE DISCLOSURE**

Contract #: \_\_\_\_\_

Agency Name: City of Long Beach, Administering Entity for Pacific Gateway WIN

Prepared By: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

List all revenue coming to Contractor (include foundation grants and donations)

	Revenue Source (Grant Title)	Dollar Amount	Grant Period Month/Day/Year
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
	<b>TOTAL</b>	-	

**FIXED ASSETS/EQUIPMENT PURCHASE REQUIREMENTS**

**I. FIXED ASSETS/PURCHASES**

Fixed assets: equipment with a value  $\geq$  \$5,000.

Non-fixed assets: equipment with a value  $<$  \$5,000, but  $\geq$  \$500.

A. Procurement of Fixed Assets (Computer equipment/supplies, furniture, vehicles, etc.)

1. Equipment inventory requirements for items purchased with program funds are contained in the Fixed Assets Section of the Standard Terms and Conditions of the contract. All contractors must adhere to the applicable Code of Federal Regulations (CFR) and/or Federal Office of Management Budget (OMB) Circulars that include: CFR Title 29 Parts 95 and 97, and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133.
2. If the program guidelines governing the contracted services indicate that equipment may be purchased, the County has established procurement guidelines that the Contractor must adhere to.
  - i. Prior to the purchase/acquisition of equipment items, approval must be obtained from the County. **No** equipment with a value over \$5,000 may be purchased without prior approval from the County and, as mandated by State regulations and guidelines, the County must receive prior approval from the funding source.
  - ii. The contractor must ensure that the cost of the equipment is reasonable and the item(s) is necessary for the provision of services contracted under this contract.
  - iii. All equipment purchased with program funds and provided to the Contractor must be used for the benefit of the program for which it was purchased and funded by.

B. Title

1. All equipment purchased in excess of \$500 will remain the property of the County until such time as the County approves final disposition of the equipment.
2. At all times titles to vehicles reside with the Federal Pass-through agency and remain the residual property of the Federal government.

**II. INVENTORY REQUIREMENTS**

## A. Equipment/Inventory Tracking

1. The County requires an updated list of all contractors' inventory and backup, support records (receipts of purchase, purchase orders, etc.) every two years or more frequently, if necessary. Contractors are to conduct a **physical inventory** of property and equipment and reconcile the results with the property records at least once every two years, or as necessary. The physical inventory should include all furniture, property, and equipment purchased with contract funds **IN EXCESS OF \$500**. Since Federal and State funding sources mandate all furniture, property, and equipment must be reported **AND** properly identified (tagged with County property program identification tags), your agency must complete and submit an Inventory Control Form (see Attachment XVI) that allows the inclusion of all required information (see II. A.2.). If your agency requires property program identification tags and/or Inventory Control Form, contact your County Analyst, who will forward tags and a form to you. Tags must be affixed to applicable items in an area where they are visible or easily accessible to examine.
2. Agencies are required to maintain property records that include a description of the property, program tag number, serial number or other identification number, the funding source, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, property location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property, if applicable. Adequate maintenance procedures must be in place to keep property and equipment in good condition.
3. Agencies must have in place a control system to ensure adequate safeguards against loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. If no furniture, property, or equipment has been purchased in excess of \$500 for the program year, **a letter must be submitted for each program year, which indicates no inventory was purchased for your Program(s)**. All property and equipment must be tagged and complete tag numbers included on the Inventory Control Form. This includes furniture, office equipment, computer equipment, and computer or office-related equipment (does not include computer keyboards, mice, etc.). **Use a separate Inventory Control Form** for each program OR columns that provide dual sources percentage or dollar splits. Applicable back up support documentation **must be "in order" and attached to each Inventory Control Form or separated out by program if dual sources were used to purchase inventory.**

## III. INVENTORY DISPOSAL AND SALVAGE POLICIES AND PROCEDURES

- A. Federal and State regulations allow salvage and/or surplus items of equipment that are less than \$5,000 in the **aggregate** to be "sold or otherwise disposed of," with the exception that the following policies and procedures are in place and adhered to at the time of sale, transfer, and/or final disposition of the inventory:

1. Contractors are required to obtain prior approval from Los Angeles County for inventory/salvage disposal or transfer, and have supporting documents for all purchases made with Federal, State, and/or County funds. Your office should be in receipt of purchase orders and/or receipts for all items purchased that are reflected on the inventory form(s);
2. Inventory that is being transferred after the program (which the inventory was purchased for) has ended or contractor agency closure can only be transferred to another federally funded program. The inventory must be retagged with identification tags of the new program and a Inventory Control Form submitted which include old and new tag identification numbers;
3. If inventory will be sold, proper sales procedures must be in place that provide for competition to the extent practicable and result in the highest possible return prior to any sale program inventory. Income from the sale of salvaged inventory becomes program income. Prior approval for the use of program income must be obtained from CSS in accordance with contract terms;
4. Disposition records that include the description of the equipment, current market value, sale date, sale price, and dealer or auctioneer information must be kept for all sale transactions for a minimum of three years;
5. Sales revenue information resulting from the sale of the inventory must be recorded and kept on file for a minimum of three years;
6. Contracted agencies may donate salvage inventory as long as the inventory has first been offered and declined by all other County departments and the donation does not create a conflict of interest for Los Angeles County or the contracted agency, i.e., agency employees, or employees' family members, businesses which employ or have a relationship with agency employees or employees' family members, businesses conducting business with the agency, and agency adult and/or youth participants, etc. **Agencies must obtain approval from the County to donate salvage equipment. Contractors must obtain (from the recipient of the donated item(s)) receipts acknowledging the donated item(s) and forward copies of the receipts to the County within two weeks of the donation.** It is recommended that agencies obtain a liability waiver for donated items;
7. All items being disposed of, transferred, sold, or donated must include a current fair-market value. One or more of the following methods can determine the value: Orion Computer Blue Book, professional/expert appraisal, public advertisement, industry quotation, etc.; and,
8. All inventory records (including purchase orders) must be retained for a minimum of three years from the date of acquisition through final disposition (salvage disposal) and be available for collection and/or viewing, if necessary. Additionally, all disposal records must be retained for a minimum of five years.




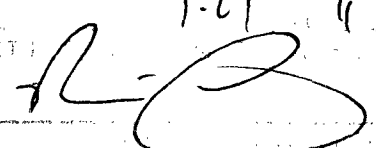
**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

Organization

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (Pages 191601-19211).

- (1) The prospective primary participant (i.e., grantee) certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) 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;
  - (c) 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 (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this proposal had one or more public transactions (federal, State, or local) terminated for cause or default.
- (2) 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 proposal.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  Assistant City Manager	TITLE EXECUTIVE ASSISTANT TO THE CITY MANAGER City Manager
TYPED OR PRINTED NAME OF AUTHORIZING SIGNATURE Patrick H. West, City Manager	EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
PROPOSER ORGANIZATION City of Long Beach, Administering Entity for Pacific Gateway Workforce Investment Network	DATE SUBMITTED 7-28-11

RECEIVED  
 REGULATORY  
 BY   
 7-27-11