



ROBERT RYANS  
Director

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

BOARD OF SUPERVISORS

GLORIA MOLINA  
YVONNE BRATHWAITE BURKE  
ZEV YAROSLAVSKY  
DON KNABE  
MICHAEL D. ANTONOVICH

September 18, 2002

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

Dear Supervisors:

**ACCEPTANCE AND ALLOCATION OF FISCAL YEAR (FY) 2002-03  
WORKFORCE INVESTMENT ACT (WIA), TITLE IB, 25 PERCENT GOVERNOR'S  
DISCRETIONARY FUNDS  
(ALL SUPERVISORIAL DISTRICTS) (3- VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director of Community and Senior Services (CSS), or his designee, to accept \$275,000 in FY 2002-03 Workforce Investment Act (WIA), Title IB, 25% Governor's Discretionary Fund from the State Employment Development Department (EDD) and to execute all required documents with EDD, after County Counsel approval as to form.
2. Authorize the Director of CSS or his designee to negotiate and execute a contract in substantially similar form to Attachment A with The Actors' Fund of America (The Actors' Fund), a partner in this grant, in the amount of \$250,000 for the provision of the Actors' Work Program (AWP) services, after County Counsel approval as to form, effective date of Board approval through September 30, 2003.
3. Authorize the Director of CSS, or his designee, to execute an Advance Payment Agreement in substantially similar form to Attachment B with The Actor's Fund, provided that such advance payment does not exceed 1/6<sup>th</sup> (one-sixth) of their annual contract amount, after County Counsel approval.
4. Authorize the Director of CSS, or his designee, to execute contract amendments to increase or decrease contract amounts based on contractor performance and availability of funding from the State or time extension provided that: (a) the amount of change does not exceed 15% of the original contract amount; (b) approval of County Counsel and the Chief Administrative Office (CAO) is obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed.

**PURPOSE/JUSTIFICATION OF RECOMMENDATION:**

The County of Los Angeles is designated as a Workforce Investment Area for the purpose of administering employment and training programs under WIA. One of these programs is Rapid Response, which provides immediate services to dislocated workers.

Additionally, under the new WIA guidelines, the local areas are encouraged to enhance services available to the business community by developing layoff aversion strategies; overseeing incumbent worker training; and developing linkages with economic development entities to assist distressed businesses and keep private sector companies within our community.

The recommended actions will allow CSS to provide data input and compliance monitoring services, in conjunction with EDD, to a program of The Actors' Fund, thereby expanding services to the entertainment industry. This industry has been impacted by fewer motion picture and commercial productions, recent industry changes, and more productions in foreign countries. The population targeted by this project includes Screen Actors Guild members and other Los Angeles-based entertainment industry union members.

**Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Los Angeles County Strategic Plan. They will ensure a seamless services delivery system (Goal 1, Strategy #2) and increase public/private partnerships (Goal 4, Strategy #3).

**FISCAL IMPACT/FINANCING:**

The Actors' Fund will be funded for a duration of one year by WIA, Title IB, 25% Governor's Discretionary Funds for FY 2002-03 in the amount of \$250,000 to operate the program. The Actors' Fund will commit in-kind matching funds (up to \$30,000), which will cover the costs of core services and underwrite a portion of the costs of intensive services. Additionally, CSS will receive \$25,000 from the grant to provide data input and contract compliance, in conjunction with EDD, for this AWP of The Actors' Fund. CSS' costs are fully financed using WIA 25% Governor's Discretionary Funds, and there is no fiscal impact on the County's general funds. A letter from the State (dated June 26, 2002) confirming approval of the funds is attached (Attachment C).

The grant funding of \$275,000 was included in CSS' FY 2002-03 budget request. A budget adjustment is not necessary.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The Actors' Fund was founded in 1882 and is a national organization that provides for the welfare of entertainment professionals, including performers as well as those behind the

scenes, i.e., creative, technical, craft professionals and support staff. The AWP, which was created in 1986 and became part of The Actors' Fund in 1997, provides comprehensive employment and training services, including career counseling, job training, and job development.

EDD awarded a grant of \$275,000 for the purpose of providing services to dislocated entertainment industry workers. EDD determined that the County of Los Angeles was an appropriate partner to coordinate WIA activity with The Actors' Fund. The Actors' Fund and CSS will be partners in this grant, with CSS providing data input and compliance monitoring services, in conjunction with EDD. AWP's current services include, but are not limited to, WIA orientations, which will provide an overview of labor trends and employment opportunities. Also included are self-directed assessments, educational attainment, counseling and job search. Staff will work closely with the Los Angeles County "One-Stop" WorkSource Center System. In addition, AWP will build upon their already established partnership with the Canoga Park EDD to support their efforts. The required Grant Management Statement is attached (Attachment D).

**CONTRACTING PROCESS:**

EDD has designated the County of Los Angeles to receive and distribute the WIA, Title IB, 25% Governor's Discretionary Funds to The Actors' Fund and to provide data input and compliance monitoring in conjunction with the EDD. The County (through CSS) and The Actors' Fund will enter into a contract that will set the provisions to coordinate services, ensuring compliance with WIA requirements.

**IMPACT ON CURRENT SERVICES:**

Approval of the recommended actions will enhance job skills of participants, enabling them to increase their ability to find non-performing employment and decrease their utilization of unemployment insurance and other public benefits. In addition, this will allow for the continued provisions of workforce investment services to the targeted population.

Respectfully Submitted,



ROBERT RYANS  
Director

Attachments (3)

c: David E. Janssen  
Lloyd W. Pellman  
Violet Varona-Lukens



Contract No. \_\_\_\_\_

COMMUNITY AND SENIOR SERVICES  
OF THE COUNTY OF LOS ANGELES

**25% GOVERNOR'S DISCRETIONARY FUNDS  
For DISLOCATED WORKER  
PROGRAM CONTRACT**

**WORKFORCE INVESTMENT ACT (WIA) TITLE IB**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the **County of Los Angeles**, hereinafter referred to as the "COUNTY", and \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

**RECITALS**

**WHEREAS**, on October 1, 2002, the COUNTY and the State of California, Employment Development Department are parties to the WIA Subgrant Agreement hereinafter referred to as WIA Subgrant, pursuant to Public Law 105-220 to provide dislocated workers a comprehensive array of Workforce Investment Services through the WorkSource California delivery system; and

**WHEREAS**, in accordance with WIA, the COUNTY has established and maintains a Workforce Investment Board (hereinafter referred to as the "WIB") to provide policy guidance and oversight with respect to activities under the Workforce Investment Plan for the COUNTY, in partnership with the Board of Supervisors of the County of Los Angeles (hereinafter also known as Chief Local Elected Officials, CLEOs); and

**WHEREAS**, the agreement between the WIB and the Board of Supervisors assigns the CSS the responsibility for designating WorkSource California Centers to deliver WIA Dislocated Worker Program services; and

**WHEREAS**, CONTRACTOR desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing facilities to provide services.

**NOW THEREFORE**, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Dislocated Worker Programs as administered by Los Angeles COUNTY, the parties do hereby agree as follows:

## **SECTION 1. APPLICABLE DOCUMENTS.**

(a) This CONTRACT consists of this four 4-page document, the following exhibits and attachments, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Statement of Work/Mandated Program Requirements (Exhibit B)
- (3) Budget (Exhibit C)
- (4) Required Program Documents (Exhibit D)
- (5) Request for Cash & Invoice (Exhibit E)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service in this four-page document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this CONTRACT.

## **SECTION 2. CONTRACTOR'S OBLIGATIONS.**

(a) CONTRACTOR shall comply with all terms and conditions of this CONTRACT (including all terms contained in the exhibits hereto), and those imposed and required by Department of Labor (DOL), provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the LACWIB in accordance to the State of California's requirements).

(b) In addition to other obligations set forth in this CONTRACT, and subject to County CSS oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work/Mandated Program Requirements (Exhibit B).

(c) CONTRACTOR shall commit in-kind matching funds of up to \$30,000 in non-WIA funds towards the program. The matching funds will cover the costs of core services and underwrite a portion of the costs of intensive services.

## **SECTION 3. COUNTY OBLIGATIONS.**

(a) The County agrees to reimburse CONTRACTOR for provision of services identified in the Statement of Work/Mandated Program Requirements (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in this CONTRACT; provided, however, that the amount obligated and paid to the CONTRACTOR by the County shall not exceed Two hundred fifty thousand dollars (\$250,000.00) during the term of this CONTRACT. The County will make every effort to pay the invoices within ten (10) days of approval.

## **SECTION 4. TERM.**

(a) The term of this Contract shall commence on **October 1, 2002** and terminate no later than **September 30, 2003**, except as otherwise provided herein.

**SECTION 5. BUDGET MODIFICATION:**

The Contractor may exceed budget accounts by no more than 10% provided that the difference is reduced from other accounts within the same cost category and the total amount for each cost category remains the same. Any other budget changes must be approved by the County and be processed either through a letter of modification or an amendment to the contract.

**SECTION 6. NOTICES/AUTHORIZED SIGNATURES.**

(a) **Notices:** Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(a) County of Los Angeles

Robert Ryans, Director  
Department of Community and Senior Services  
County of Los Angeles  
3175 West Sixth Street  
Los Angeles, CA 90020-1798

(b) LEGAL NAME OF CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

For purposes of this Section, copies of notices to the CONTRACTOR shall also be sent to the following address:

5757 Wilshire Boulevard, Ste 400  
Los Angeles, California 90036  
Attention: Stacie Carroll

(c) **Authorized Signatures.** Person(s) authorized to sign CONTRACTOR's Reimbursement Requests:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**IN WITNESS WHEREOF**, the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of Department of Community and Senior Services, or his designee, and the CONTRACTOR subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Robert Ryans, Director  
Department of Community & Senior Services

Approved as to Form:

LLOYD W. PELLMAN  
County Counsel

By: \_\_\_\_\_  
Deputy

**[CONTRACTOR NAME]**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

Executed at: \_\_\_\_\_

\_\_\_\_\_  
(Date)

**LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES**

**WORKFORCE INVESTMENT ACT (WIA) TITLE I  
ADULT AND DISLOCATED WORKER PROGRAMS**

**EXHIBIT A**

**STANDARD TERMS AND CONDITIONS**



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## STANDARD TERMS AND CONDITIONS

### WORKFORCE INVESTMENT ACT (WIA) TITLE I ADULT AND DISLOCATED WORKER PROGRAMS

#### § 100. DEFINITIONS.

For purposes of this CONTRACT, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the WIA Adult and Dislocated Worker Program, as amended, or implementing regulations.

§ 101. "D.O.L" shall mean the U.S. Department of Labor.

§ 102. "State or EDD" shall mean the State of California Employment Development Department.

§ 103. "Contractor" shall mean the agency receiving funds through this CONTRACT.

§ 104. "County" shall mean the County of Los Angeles.

§ 105. "DCSS" shall mean the County of Los Angeles Department of Community and Senior Services.

§ 106. "WIB" shall mean the local Workforce Investment Board appointed by the Los Angeles County Board of Supervisors in accordance with State criteria which sets policy for the workforce development system county-wide, and is responsible for a variety of activities.

#### § 200. ASSURANCES/CERTIFICATIONS.

The CONTRACTOR provides the following assurances and certifications, and agrees to the following terms:

§ 201. **Legal Authority.** (a) The CONTRACTOR gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the CONTRACTOR governing body, authorizing receipt of WIA Adult and Dislocated Worker Programs funds, and directing and designating the authorized representative(s) of the CONTRACTOR to act in connection with the WIA Adult and Dislocated Worker Programs specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

(b) The CONTRACTOR represents and warrants that is signatory to this CONTRACT is fully authorized to obligate or otherwise bind the CONTRACTOR.

**§ 202. Compliance with Laws.** (a) The CONTRACTOR certifies and agrees that it will fully comply with all applicable requirements of the WIA Adult and Dislocated Worker Programs all regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the CONTRACTOR is provided actual or constructive notice. The County reserves the right to review the CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable.

(b) The CONTRACTOR certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this CONTRACT are incorporated by this reference. The CONTRACTOR shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the CONTRACTOR, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

**§ 203. EEO/Affirmative Action.** The CONTRACTOR, in performing all obligations under the terms of the CONTRACT, assures that it will administer the program with safeguards against fraud and abuse; that no portion of this CONTRACT will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, handicap, or political affiliation or belief.

**§ 204. Nondiscrimination in Employment.** (a) The CONTRACTOR certifies that all persons employed by the CONTRACTOR, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable Federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, identification, sex, age, condition of 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. For the purpose of this Paragraph, discrimination in the provision of services include, but is not limited to, the following.

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act.

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(b) The CONTRACTOR shall take affirmative action to ensure that qualified applicants and intended beneficiaries of the CONTRACT are provided services without regard to

race, color, religion, national origin, ethnic group identity, ancestry, sex, age, condition of physical or mental disability, marital status, political affiliation, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliations.

(d) Facility access for persons with disabilities shall comply with the Title II provisions of the American with Disabilities Act.

(e) The CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by the CONTRACTOR personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the CONTRACTOR resolution of the matter, shall be referred by the CONTRACTOR to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or Federal enforcement agency. At the time any person applies for services under this CONTRACT, he or she shall be advised by CONTRACTOR of these procedures.

(f) A copy of such non-discrimination in services policy and procedures, as identified herein above, shall be posted by the CONTRACTOR in a conspicuous place, available and open to the public, in each of the facilities operated by the CONTRACTOR, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(g) The CONTRACTOR shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this CONTRACT when the County requests. If the County finds that any of these provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this CONTRACT. While the County retains the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, any determination by the California Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or federal anti-discrimination laws or regulations shall also constitute a finding by the County that the CONTRACTOR has violated the anti-discrimination provision of this CONTRACT.

**§ 205. Civil Rights Laws.** The CONTRACTOR assures and certifies that it shall comply with all applicable federal and State statutes to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation, be excluded from participation in, be denied the benefits or, or be otherwise subjected to discrimination under this CONTRACT or under any project, program or activity supported by this CONTRACT.

**§ 206. Wage and Hour Laws.** The CONTRACTOR assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The CONTRACTOR shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the CONTRACTOR employees for which the County may be found jointly or solely liable.

**§ 207. 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.

**§ 208. Employment Eligibility Verification.** (a) The CONTRACTOR warrants and certifies that it fully complies with all federal, state and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the CONTRACT are eligible for employment in the United States. (c) The CONTRACTOR shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the contractor's failure to comply with the foregoing.

(b) The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility form any new personnel and, to the extent applicable, participants participating in or receiving services under this CONTRACT, in accordance with applicable provisions of law.

**§ 209. Drug Free Workplace Compliance.** The CONTRACTOR hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein.

**§ 210. Selective Service Compliance.** CONTRACTOR shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service act (50 USC Appx. §§ 451 *et seq.*) and other eligibility requirements applicable to the program under which the Participant is enrolled.

**§ 211. Warranty of Adherence to County's Child Support Compliance Program.** (a) The CONTRACTOR acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR duty under this CONTRACT to comply with all applicable provisions of law, the 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 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b).

**§ 212. Acknowledgment of County's Commitment to Child Support Enforcement.** The CONTRACTOR acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the County's policy to encourage all County contractor's to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the CONTRACTOR's place of business. The County's District Attorney will supply the CONTRACTOR with the poster to be used.

**§ 213. Conflict of Interest/Contracts Prohibited.** (a) The CONTRACTOR represents and warrants that no County employee whose position enables him/her to influence the award of this CONTRACT, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or shall have any direct or indirect financial interest in this CONTRACT.

(b) The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this CONTRACT will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this CONTRACT or who subsequently becomes affiliated with the CONTRACTOR in any capacity shall not participate in the provision of Services provided under this CONTRACT or share in the profits of CONTRACTOR earned for a period of one year from the date he/she separated from County employment.

**§ 214. Lobbying.** (a) The CONTRACTOR certifies that none of the funds, materials, property or services provided directly or indirectly under the terms of this CONTRACT shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The CONTRACTOR certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this CONTRACT upon which County may immediately terminate or suspend this CONTRACT.

**§ 215. County Layoffs.** Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this CONTRACT.



**§ 216. GAIN/GROW Program Participants.** Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Grater Avenue for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the CONTRACTOR for consideration.

**§ 217. Debarment and Suspension.** The CONTRACTOR certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this CONTRACT by CONTRACTOR.

**§ 218. Nepotism.** The 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 the CONTRACTOR. For the purpose of this § 218, 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 the CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

**§ 219. Administrative and Personnel Procedures.** CONTRACTOR warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) CONTRACTOR financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). CONTRACTOR shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) CONTRACTOR personnel policy, which incorporates due process protection of standard personnel procedures, and which the CONTRACTOR agrees to abide by in the performance of this CONTRACT.

**§ 220. PELL Grants.** CONTRACTOR shall encourage all participants to make maximum use of Federal PELL education grant funding, and will report and make available to the WIB, the State, and DOL and their agents all records relating to Participants under this CONTRACT showing PELL grant applications and PELL grant fund receipt and distribution. No WIA tuition costs shall be duplicated by PELL grant funding.

**§ 221. Other Agreements.** (a) A copy of any agreements between the CONTRACTOR and other public or private organizations which directly impact activities funded under this CONTRACT shall be kept on file at the CONTRACTOR's offices and shall be provided

to the County upon request. The CONTRACTOR shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by the County under this CONTRACT.

**§ 222. Notification of Federal Earned Income Credit.** With thirty (30) days of execution of this CONTRACT, the CONTRACTOR certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for 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*.

**§ 223. Activities Prohibited.** (a) The CONTRACTOR certifies that no funds, materials, property or services provided directly or indirectly under the terms of this CONTRACT shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(c) 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 WIA Adult and Dislocated Worker Programs Program.

**§ 224. Cost-of-Living Adjustments.** Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this CONTRACT, the CONTRACTOR agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this CONTRACT to the lesser of (a) the average salary cost-of-living adjustment granted to County employees by the Board of Supervisors as of April 1st of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the CONTRACTOR and its employees shall also experience no COLAs.

**§ 225. Limitation on Corporate Acts.** The CONTRACTOR shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing CONTRACT, or take any other steps which may materially affect the performance of this CONTRACT without first notifying the County in writing. The CONTRACTOR shall notify the County immediately in writing of any change in the CONTRACTOR's corporate name.

**§ 226. Contractor's Acknowledgment of Recycled-Content Paper Use.** Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in

County landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

**§ 227. Compliance with Jury Service Program.**

**(a) Jury Service Program**

This CONTRACT is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Services ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

**(b) Written Employee Jury Service Policy.**

(1) Unless the CONTRACTOR has demonstrated to the 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 is Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

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

(3) If CONTRACTOR is not required to comply with the Jury Service Program when the CONTRACT commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify County if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if the CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the CONTRACT and at its sole discretion, that CONTRACTOR demonstrate to the 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 any exception to the Program.

(4) CONTRACTOR's violation of this Section of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, County may, in its sole discretion, terminate the CONTRACT and/or bar CONTRACTOR from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**§ 300. INDEPENDENT CONTRACTOR.**

The CONTRACTOR shall at all times be acting as an independent contractor. This CONTRACT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the CONTRACTOR. CONTRACTOR understands and agrees that all of CONTRACTOR personnel furnishing services to the County under this CONTRACT are employees solely of the CONTRACTOR and not of the County for all purposes including but not limited to workers' compensation liability. The CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR personnel for injuries arising from or connected with services performed under this CONTRACT.

**§ 400. CONTRACT ADMINISTRATION.**

The County Project Director shall have full authority to act for the County in the administration of this CONTRACT consistent with the provisions contained herein and within the authority granted DCSS by the Board of Supervisors.

**§ 500. PROVISION OF SERVICES.**

**§ 501. Services.** The CONTRACTOR shall perform all services under the terms of this CONTRACT in accordance with the Statement of Work, attached to the CONTRACT as Exhibit B.

**§ 502. Non-Authorized Participants.** The CONTRACTOR agrees that all costs incurred which are related to a participant who does not qualify under the eligibility requirements of the WIA Adult and Dislocated Worker Programs program shall be the sole responsibility of the CONTRACTOR.

**§ 600. COMPENSATION AND METHOD OF PAYMENT.**

**§ 601. Request for Cash.** Payment will be made utilizing the WIA Adult and Dislocated Worker Programs Adult and Dislocated Worker Jobs "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the CONTRACT exhibit(s), and in accordance with the method(s) described in the DCSS policies and procedures manual dependent upon meeting all requirements contained in this CONTRACT. The amount of any and all payments shall be approved by the County Project Director. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the CONTRACTOR.

**§ 602. Fixed Fee Charges.** A contract format as set forth in § 601 may combine cost reimbursement and fixed fee charges so long as no reimbursable cost duplicates any expenses included in a fixed fee. The CONTRACTOR shall be responsible for ensuring against such duplication and for clearly segregating each type of cost.

**§ 603. Reimbursement for Actual Expenditures.** The CONTRACTOR shall request reimbursement for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the CONTRACTOR has adequate supporting documentation of such expenditures. The CONTRACTOR shall not request reimbursement based on budgeted amounts.

**§ 604. Request for Advance Payment:** To the extent approved by the Board of Supervisors, cash advances, not to exceed 1/6th (one-sixth) of the CONTRACTOR annual allocation set forth in Section 3(a) of the primary document, may be provided to the CONTRACTOR. Upon request by the CONTRACTOR in the form and manner prescribed by the County Project Director, the County may, at the sole discretion of the County Project Director, make advance payments, for anticipated and necessary program expenditures.

(a) Contracts with cost reimbursement provisions may be provided with estimated cash needs on a monthly basis, during the contract period.

(b) Interest earned on cash advances shall be remitted to the County within ten (10) working days after the quarter the interest is earned.

**§ 605. Return of Advanced Funds:** Upon completion or termination of this CONTRACT, the CONTRACTOR shall return any advanced funds which exceed payments due the CONTRACTOR, if any, within thirty (30) days of completion or termination of the CONTRACT.

**§ 606. Budget Reduction:** The County, at its sole discretion, reserves the right to renegotiate the terms of the CONTRACT to reduce the CONTRACTOR's compensation in the event such reduction is necessary, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate the Contract as provided herein.

## **§ 700. FISCAL ACCOUNTABILITY.**

**§ 701. Fiscal Policies/Procedures.** 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, 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.

**§ 702. Federal TANF Regulations.** The CONTRACTOR agrees to comply with federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Fed.Reg., Section 263.11, page 17839.

**§ 703. Accounting.** The CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The CONTRACTOR should maintain their accounting system on an accrual basis of accounting.

**§ 704. Commingling of Funds.** Funds advanced pursuant to this CONTRACT shall be used exclusively for services funded under this CONTRACT and shall not be commingled with any other monies of the CONTRACTOR.

**§ 705. Allegations Of Fraud And/Or Abuse.** In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate WIA Adult and Dislocated Worker Programs provisions and regulations), the County reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Project Director that withheld funds should be released to the CONTRACTOR. Such written determination shall not supersede or replace the final report.

**§ 706. Disallowed Costs.** The County may withhold payments if the CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any DCSS contract that the CONTRACTOR has with the County. The County shall require the CONTRACTOR to pay and the CONTRACTOR agrees to pay the full amount of the CONTRACTOR liability to the County or the State for such audit exceptions as were caused by the CONTRACTOR, upon demand by the County at any time after completion of the grievance procedures at the CONTRACTOR level. The County shall notify the CONTRACTOR of any disallowed costs.

#### **§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION**

**§ 801. Audit Rights.** The CONTRACTOR shall establish and maintain a financial management system which provides for adequate control of WIA Adult and Dislocated Worker Programs funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls.

(a) The CONTRACTOR shall obtain and finance annually (at program year end) an independent audit in compliance with respective OMB Circulars.

(b) The CONTRACTOR shall allow authorized County, State and federal representatives to have full access to the CONTRACTOR facilities and all related WIA Adult and Dislocated Worker Programs documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this CONTRACT, including the interviewing of the CONTRACTOR staff and program participants during normal business hours.

(c) The CONTRACTOR shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the CONTRACTOR is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the CONTRACTOR to comply with the requirements of this **§ 801** shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this CONTRACT.

**§ 802. Records.** (a) The CONTRACTOR shall make any and all WIA Adult and Dislocated Worker Programs-related records, reports, participant files, and other documentation

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

(b) (1) The CONTRACTOR shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this CONTRACT. The CONTRACTOR shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.

(2) If the CONTRACTOR ceases operations prior to five (5) years from the beginning date of the term of this CONTRACT or before all litigation, audits and claims have been resolved, the CONTRACTOR shall provide the name, address, and telephone number of the CONTRACTOR representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence **and** either:

(A) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(B) Deliver all the documentation to a location designated by the County.

(c) The CONTRACTOR agrees to maintain an official contract file which contains at least the signed contract and any modification and/or amendments to the contract.

**§ 803. Reporting.** CONTRACTOR shall submit the following reports for the WIA Adult and Dislocated Worker Programs program to the County:

(a) **Monthly Invoices:** Two (2) copies each of the appropriate monthly fiscal invoice(s), are to be submitted not later than the fifth working day of each month.

(b) **Corrective Action Plan Quarterly Report:** Two (2) copies of a quarterly narrative for program quarters in which CONTRACTOR has not met program performance goals, detailing in the form and manner prescribed by the County Project Director a corrective action plan to resolve quarter's deficiencies and avoid future quarter deficiencies. CONTRACTOR shall, upon request of the County Project Director, and at a place/time designated by the County Project Director, assign staff to brief the County Project Director and his/her staff on the project's progress.

(c) **Fiscal Close-Out Report:** Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by the County Project Director, with a deadline to be announced for the WIA Adult and Dislocated Worker Programs program, including the

reporting of expenses and accruals through June 30, 2003 for fiscal year 2002-2003, and through June 30, 2004 for fiscal year 2003-2004.

(d) The monthly invoices, corrective action plan and close-out reports identified in this § 803 shall be sent to:

County of Los Angeles  
Department of Community and Senior Services (DCSS)  
3175 West Sixth Street  
Los Angeles, California 90020-1798

Attention: Ray Squalia, Program Accounting

(e) **Direct Data Entry Reporting:** CONTRACTOR shall be responsible for inputting on a daily basis its own computerized participant Direct Data Entry (DDE) of any/all required WIA programs for which the CONTRACTOR is receiving COUNTY funds at no expense to the COUNTY. CONTRACTOR shall be responsible for obtaining the use of an IBM-compatible personal computer (486 Mhz type or higher), equipped with a modem and licensed copy of Pro-Com Communications Suite for DOS, or Windows 3.01 or higher. COUNTY will supply software for entering/uploading participant data to the COUNTY. CONTRACTOR will retain the original WIA/MIS participant form for audit purposes and submit a photocopy of this form to:

County of Los Angeles  
Department of Community and Senior Services (DCSS)  
3175 West Sixth Street  
Los Angeles, California 90020-1798

Attention: Michael Arredondo, MIS Section

(f) **Property/Capital Expenditures.** Prior COUNTY written approval from the County WIA Project Director is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with WIA funds, and a per-unit acquisition cost of \$5,000 or more. **CONTRACTOR'S** written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. **CONTRACTOR** must also comply with all applicable Federal, State, and County regulations and requirements, including but not limited to, OMB circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

**§ 804. Records and Reports.** (a) The CONTRACTOR will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

(b) The CONTRACTOR will maintain an official CONTRACT file, which contains the signed CONTRACT and any modification thereto, as well as copies of relevant documents and/or records.



(c) The CONTRACTOR shall record costs incurred in the discharge of this CONTRACT.

**§ 805. Public Records/Confidentiality.** (a) CONTRACTOR shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The CONTRACTOR shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the CONTRACT may be divulged to parties having responsibilities under the CONTRACT for monitoring or evaluating the services and performances under the CONTRACT and to governmental authorities to the extent necessary for the proper administration of the program.

(b) EDD data (information) 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. The CONTRACTOR agrees to keep all information furnished by EDD strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this CONTRACT. Instruct all employees with EDD information access regarding the confidentiality of this information, and the sanctions against unauthorized use (Section 502), and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. EDD confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to EDD. In no event, shall said information be disclosed to any individual outside of the CONTRACTOR staff, and/or their employees.

(c) The CONTRACTOR shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The CONTRACTOR shall not release said information without the County's approval.

**§ 806. Public Statements.** The CONTRACTOR shall indicate in any press release or statement to the public related to the program that it is funded by the COUNTY and approved by the WIB from funds made available under the federal or state WIA grant received by the COUNTY. All public statements must indicate that the CONTRACTOR is an Equal Employment Opportunity employer.

### **§ 900. NONCOMPLIANCE SANCTIONS/PENALTIES**

The CONTRACTOR agrees to comply with the requirements set forth in this CONTRACT, and those requirements contained in the WIA Adult and Dislocated Worker Programs and all applicable directives/bulletins issued by or on behalf of the County, State or federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this CONTRACT. Approved sanctions may include, but not be limited to the following: fiscal probation,

withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this CONTRACT. Those sanctions which may be applied will be dependent upon the circumstance(s) of noncompliance.

## **§ 1000. INDEMNIFICATION AND INSURANCE**

**§ 1001. Indemnification.** (a) The CONTRACTOR shall indemnify, defend and save harmless the County, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, arising out of or connected with CONTRACTOR operations or its services hereunder, or arising from the negligent acts or omissions of the CONTRACTOR in the performance of this CONTRACT, including any workers' compensation suits, liability, or expense, arising from or connected with services performance by or on behalf of the CONTRACTOR by any person pursuant to this CONTRACT.

(b) The CONTRACTOR shall also defend and indemnify the County from any liability arising from the performance of this CONTRACT as a result of an audit of funds received under this CONTRACT due to the negligent acts or omissions of the CONTRACTOR in the performance of this CONTRACT.

**§1002. Insurance.** Without limiting the CONTRACTOR indemnification of the County, and except as otherwise provided herein, the CONTRACTOR shall provide and maintain at its own expense, and require all of its subCONTRACTORS to maintain, during the term of this CONTRACT the following program(s) of insurance covering its operations as applicable hereunder in this agreement. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Proof of insurance shall be delivered to DCSS, Employment & Training Contracts Unit, 3175 W. 6<sup>th</sup> St., Los Angeles, CA 90020-1798 (specifying the Special Programs Manager as DCSS Contractor Administrator and DCSS as the Contract Department on or before the effective date of the contract. Such evidence shall specifically identify this contract and contain express conditions that the County be given at least 30 days advance written notice of any modification or termination of any program of insurance. Failure on the part of the CONTRACTOR to procure or maintain insurance shall constitute a material breach upon which the County may immediately terminate or suspend this CONTRACT.

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on the County's program for contributions. Program(s) of insurance shall include:

(a) **General Liability:** A program, including but not limited to comprehensive general liability and independent CONTRACTOR coverage, and comprehensive general liability, with a combined single limit of not less than \$1 million per occurrence and \$2 million general aggregate. Such insurance shall name the County as additional insured. CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the CONTRACTOR (named

insured) and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(b) **Automotive Liability:** A program of insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(c) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the CONTRACTOR, and all participants served by the CONTRACTOR, and risks to such persons under this CONTRACT. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident and disease for each employee and policy limit.

(d) **Crime Coverage:** A comprehensive crime policy in an amount not less than \$1 million per occurrence against loss of money, securities, other property, as applicable to this agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the CONTRACTOR (named insured) and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(e) **Professional Liability:** Insurance covering liability arising from any error, omission negligent or wrongful act of the CONTRACTOR, its officers, employees, agents, or professional consultants with a limit of liability of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this agreement.

**§ 1003. Self-Insurance and Self-Insured Retentions.** Self-insurance programs are subject to separate approval by the County upon review of evidence of CONTRACTOR financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the CONTRACTOR upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. CONTRACTOR must notify the County immediately of discontinuation or substantial change in the program.

(b) CONTRACT to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) CONTRACT to notify the County immediately of any claim, judgment, settlement, award, verdict or change in CONTRACTOR financial condition which would have a significant negative effect on the protection that the self-insurance program provides the County.

(d) Name, address and telephone number of CONTRACTOR legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of CONTRACTOR capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

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**§ 1004. Public Entities.** (a) To the extent both parties to this CONTRACT are public entities, and this provision is activated in writing by the County in the foregoing CONTRACT, the following provision shall be substituted for **§ 1001**, **§ 1002** and **§ 1003** herein:

In contemplation of the provisions of Section 895.2 of the *Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to an CONTRACT as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this CONTRACT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. CONTRACTOR certifies that it has adequate self insured retention of funds to meet any obligation arising from this CONTRACT.

#### **§ 1100. TERMINATION/SUSPENSION/PROBATION**

**§ 1101. Termination for Default.** (a) Services performed under this CONTRACT may be terminated in whole or in part by the County providing to CONTRACTOR a written Notice of Default if:

(1) the CONTRACTOR fails to perform the Services within the time specified in this CONTRACT or any extension approved by the County,

(2) the CONTRACTOR fails to perform any other covenant or condition of this CONTRACT,

(3) the CONTRACTOR fails to make progress so as to endanger its performance under this CONTRACT.

(b) the CONTRACTOR shall not ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through its Project Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for CONTRACTOR Default, the County, in its sole direction, may procure replacement services and the CONTRACTOR shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the CONTRACTOR was not in Default under the provisions of this CONTRACT, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 802 (Termination for Convenience).

**§ 1102. Termination for Convenience.** (a) Services performed under this CONTRACT may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the CONTRACTOR a written Termination Notice which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the county, the CONTRACTOR shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the CONTRACTOR fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the CONTRACTOR. After the County makes this determination, it shall pay that amount to the CONTRACTOR. The County's determination shall be final.

**§ 1103. Termination for Non-Appropriation of Funds.** The County's obligation is payable only from funds appropriated for the purpose of this CONTRACT. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this CONTRACT extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of § 1102 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the CONTRACTOR in writing of such non-allocation at the earliest time.

**§ 1104. Termination for Insolvency.** In addition to other provisions provided herein, the County may terminate this CONTRACT for Default, as provided in §1101, in any of the following events:

(a) The CONTRACTOR becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

(b) The CONTRACTOR files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the CONTRACTOR, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The CONTRACTOR executes an assignment for the benefit of creditors.

**§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.** Failure of Consultant to maintain compliance with the requirements set forth in § 210 shall constitute a default by Consultant under this CONTRACT. Without limiting the rights and remedies available to the County under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Customer may terminate this CONTRACT.

**§ 1106. Termination for Improper Consideration.** (a) The County may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent or Workforce Investment Board member with the intent of securing the CONTRACT or securing favorable treatment with respect to the award, amendment or extension of the CONTRACT or the making of any determinations with respect to the CONTRACTOR performance pursuant to the CONTRACT. In the event of such termination, the County shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

(b) The CONTRACTOR shall immediately report any attempt by a County officer or employee or Workforce Investment Board member to solicit such improper consideration. The report shall be made either to the Project Director, the County manager charged with the supervision of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**§ 1107. Suspension of CONTRACT.** The County may, by giving notice, suspend all or part of the program operations for up to 60 days for CONTRACTOR 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 specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the CONTRACTOR shall reply in writing, setting forth the corrective action(s) which

will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the CONTRACT.

**§ 1108. Probation.** (a) The County Project Director may place the CONTRACTOR on probationary status when it is determined by the County Project Director for any program(s) herein that the CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with County sanction policy guidelines.

(b) If the CONTRACTOR is placed on probationary status, the CONTRACTOR shall submit a corrective action plan within ten (10) days of the notice of probationary status. The CONTRACTOR's Corrective Action Plan (CAP) must be approved by the County Project Director. The County reserves the right to terminate contract(s) of any CONTRACTOR on probationary status if the CONTRACTOR does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

## **§ 1200. GENERAL PROVISIONS**

**§ 1201. Contract Modifications/Amendments.** (a) This CONTRACT fully expresses the CONTRACT 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 the County. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this CONTRACT in any way.

(b) County may make a unilateral modification to this CONTRACT at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this CONTRACT accordingly.

**§ 1202. Assignments.** No part of this CONTRACT or any right or obligation arising from it shall be assigned without the written consent of the County. Any attempt by the CONTRACTOR to assign this CONTRACT shall be void and shall constitute a material breach of this CONTRACT upon which the County may immediately terminate this CONTRACT in accordance with the provisions of § 801 (Termination for Default).

**§ 1203. Subcontracting.** (a) No performance of this CONTRACT or any portion thereof shall be subcontracted by the CONTRACTOR without the prior written consent of the County Project Director. Any attempt by the CONTRACTOR to subcontract any performance of services under this CONTRACT without the prior written consent of the County shall be null and void and shall constitute a material breach of this CONTRACT upon which the County may immediately terminate this CONTRACT in accordance with the provisions of § 1201 (Termination for Default).

(b) CONTRACTOR request to the County Project Director for approval to enter into a subcontract shall include:

- (1) A description of the services to be provided by the subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the County Project Director.

(c) In the event the County Project Director consents to subcontracting, all applicable provisions and requirements of this CONTRACT shall be made applicable to such subcontract. To accomplish this requirement, the CONTRACTOR shall include in all subcontracts the following provision:

“This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles.”

(d) All subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under this CONTRACT, including, but not limited to, the duty to properly supervise and coordinate all the work of the CONTRACTOR and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this CONTRACT.

(e) The CONTRACTOR agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The CONTRACTOR shall not assign or subcontract any part or all of its interest in this CONTRACT without written approval from the County Project Director.

(h) All applicable provisions and requirements of this CONTRACT shall apply to any subcontracts or agreements. The CONTRACTOR agrees that the CONTRACTOR shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

**§ 1204. Fiduciary Relationships** Every collaborative must identify the fiduciary relationship between all the partners of the collaboration and the Lead Agency. The following two (2) fiduciary relationships are recognized by this CONTRACT:

(a) Financial - A formal financial agreement between the Lead Agency and a collaborator (Subcontractor) in which:



- (1) the Lead Agency reimburses the collaborator for all costs on a line-item basis:
- (2) the collaborator is paid on a "fee-for-performance" basis.

(b) Non-Financial - A Memorandum of Understanding (MOU) agreement between the Lead Agency and collaborator for services without cost reimbursement.

**§ 1205. Repayment.** The CONTRACTOR agrees to be bound by applicable County and/or WIA Adult and Dislocated Worker Programs disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this CONTRACT or applicable WIA Adult and Dislocated Worker Programs provisions or implementing rules and regulations.

**§ 1206. Notices.** (a) The appropriate County representative, as set forth in Section 5 of the foregoing CONTRACT, is the party to whom the CONTRACTOR shall forward all documents, reports, and records as required by this CONTRACT.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

**§ 1207. Waivers.** (a) Waivers of the provisions of this CONTRACT shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this CONTRACT shall constitute a waiver of any other breach of that provision or of any other provision of this CONTRACT.

**§ 1208. Grievance Procedures:** CONTRACTOR shall submit to the COUNTY at the time required contract documents are presented to DCSS Contract & Audit Unit CONTRACTOR grievance procedures for both program staff and participants in accordance with applicable WIA regulations, State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with at updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The CONTRACTOR also assures and agrees that it will be bound by decisions issued under the COUNTY JTPA/WIA participant grievance procedures.

**§ 1209. Validity.** The invalidity of any provision of this CONTRACT shall not void or affect the validity of any other provision.

**§ 1210. Disputes.** The CONTRACTOR agrees to attempt to resolve disputes arising from this CONTRACT by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this CONTRACT shall be settled in accordance

with County grievance procedures. CONTRACTOR shall submit to the COUNTY within thirty (30) days of execution of this CONTRACT, a grievance procedure, in accordance with applicable WIA regulations, State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all complaint/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The CONTRACTOR also assures and agrees that it will be bound by decisions issued under the COUNTY's JTPA/WIA participant grievance procedures.

CONTRACTOR shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the COUNTY WIA Area level. The grievance procedure shall be as follows:

(a) CONTRACTOR shall request a meeting with the County Project Director or his designee within thirty (30) days from the date of notice of disallowed costs. If the CONTRACTOR fails to take this action, the costs become automatically disallowed.

(b) If agreement cannot be reached with the CONTRACTOR regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the County Project Director shall make a final determination.

(c) Final determination by the County Project Director shall be made within 72 days from the date of notice of disallowed costs. CONTRACTOR shall assure continued performance of this CONTRACT during any disputes.

**§ 1211. Entire CONTRACT.** (a) This Exhibit A to the CONTRACT, consisting of 22 pages, together with the forgoing CONTRACT and other exhibits thereto constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this CONTRACT.

(b) CONTRACTOR warrants that it has received a copy of this Exhibit A to this CONTRACT and upon execution of this CONTRACT, it shall be CONTRACTOR's responsibility to retain on file, and to abide by the entire CONTRACT.

**§ 1212. Captions.** The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

**STATEMENT OF WORK  
THE ACTORS' FUND OF AMERICA's ACTORS WORK PROGRAM  
WORKFORCE INVESTMENT ACT (WIA)  
CONTRACT AMOUNT: \$250,000  
COST REIMBURSEMENT**

**EXHIBIT B**

**CONTRACTOR:** The Actors' Fund of America  
729 7th Avenue  
New York, NY 10019

**I. STATEMENT OF WORK**

In accordance with this Contract, The Actors' Fund of America, hereinafter, referred to as the "Contractor", will provide employment and training services for dislocated entertainment industry professionals through their Actors' Work Program, hereinafter, referred to as "The Program", on behalf through the WorkSource California delivery system.

Specifically, the Contractor will provide WIA core, intensive and training services to 50+ entertainment industry workers who are unemployed and no longer able to find sustainable employment in the entertainment industry and who are identified as dislocated workers under WIA. The Contractor shall provide program coordination, core, intensive and training services for dislocated workers. The Contractor will be responsible for coordinating and scheduling on-site services and workshop activities; recruitment and orientation; counseling services and case management; job development and placement into employment with public and private sector employers.

**II. PROGRAM OBJECTIVES:**

A. Planned Activity Report And Performance Standards:

Enrollments.....	50
Core Services/Intensive Services.....	50
Training.....	38
Follow-up Services.....	35
Unsubsidized Employment.....	35

**IV. PROGRAM ACTIVITIES:**

A. Outreach and Recruitment:

Contractor will provide information about The Program to potential participants.

B. Recruitment Meeting:

Contractor will conduct recruitment meetings for interested individuals through their outreach efforts. These recruitment meetings will include, at minimum, the following:

1. Information on The Program's services and the full array of WIA services available.
2. Requirements for participating in The Program.
3. Referral information to other WIA services for those not eligible for services under this contract, or other employment and training services of the Contractor.

C. Eligibility:

1. Contractor will serve only those applicants determined to be WIA eligible and suitable for core, intensive, and/or training services.
2. Contractor will ensure that all incomplete eligibility files placed in pending will be addressed and be completed or inactivated if documents cannot be obtained.

D. Enrollment:

1. MIS Documentation/Reporting
  - a. A copy of the Application/Registration form will be retained in each participant's file.
  - b. The Contractor will enroll only individuals who have been determined eligible.
  - c. Contractor will ensure that all enrolled participants of The Program will be tracked separately to ensure accurate reporting.
  - d. Contractor will provide enrollment, completion, and placement information to Community and Senior Services (CSS) on a monthly basis.

E. Orientation:

Upon enrollment, the Contractor will provide participants with an orientation detailing program specifics. At minimum, this orientation will include:

1. Contractor's program and policies related to participation, including attendance requirements, performance standards, safety procedures, and their affirmative action policy.
2. Specific goals of The Program.
3. Post-program follow-up procedures, including possibly being contacted by the State of California as part of their monitoring procedures.

F. Individual Employment Plan (IEP)/Objective Assessment:

1. The Contractor will complete an IEP/Objective Assessment for each participant. The objective assessment will be documented as part of the IEP and will be discussed with the participant.
2. All participants receiving intensive services will be assessed to ensure that their career interests and aptitudes are compatible with their short and long term goals. The results of the assessment will be documented as part of the IEP and will be discussed with the participant.
3. If it is determined through the objective assessment that non-WIA services are more suitable, the Contractor shall either service them through other resources and/or refer the individual to appropriate community based organizations. Such referrals will be documented and retained by the Contractor throughout the program year.
4. The objective assessment and the IEP shall take into account, at minimum, the following factors:

\*family situation  
\*work history  
\*occupational skills  
\*attitude toward work  
\*behavior patterns  
\*supportive services

\*education  
\*occupational interests  
\*occupational aptitudes  
\*motivation  
\*financial resources/needs  
\*local labor market

5. Contractor will identify and document supportive service needs on the participant's IEP or other approved documentation. Attempts should be made to provide supportive services through avenues other than WIA resources whenever possible. Provisions made with WIA funds must be consistent with the mutually agreed upon Supportive Service Matrix.

G. Case Management:

Contractor will provide case management services, which include the following:

1. Assign and identify the Case Manager for each participant.
2. Contractor will review the IEP on an ongoing basis to evaluate the progress of participants in meeting their objectives. Case management notes should reflect the progress and services provided and/or the participant is referred to.
3. At minimum, bi-monthly participant contacts for those who have not been terminated, and are recorded in the case notes.
4. Job development/placement assistance and on-going evaluation of supportive service needs.

H. Job Placement Activities:

Contractor is responsible for any necessary job development and to secure training opportunities. Participants must be placed in unsubsidized jobs that are related to the training provided by The Program.

V. **PROGRAMMATIC CONTROLS:**

Programmatic controls must be instituted by the Contractor to ensure:

- Reports and/or documents contain correct information.
- Discrepancies in reports and/or documents are to be quickly resolved and corrected.
- The WIA Application form, Enrollment/Registration form, Objective Assessment/Individual Employment Plan (IEP)/Individual Service Strategy (ISS), Follow Up form, and Exit form are complete and maintained in the individual's participant's case file.
- The Contractor will be responsible for reviewing the Registration form. This review will include verification that all barriers are accurately reported and that all other information is correct.
- Invoices are submitted on a monthly basis as specified in the contract. Billing will be monitored monthly by CSS.

- Contractor will be responsible for submitting to CSS a monthly status and update report of all programmatic activities-to-date. CSS will in turn forward such information directly to the State of California.
- The continuation of this contract and payments are contingent upon the availability of WIA funding from the State of California and the U.S. Department of Labor.

**VI. RECORD MANAGEMENT:**

- The Contractor will be responsible for the accuracy, and completeness of all certifications, placements, and related activities, and for the security of all related documents and data.
- A complete file will be maintained for each participant. Files, at a minimum, must contain the following:

Decision Making Activities Documentation  
 Application form  
 Enrollment/Registration form  
 Objective Assessment/Individual Reemployment Plan (IRP)/Individual Service Strategy (ISS)  
 Case Notes/Supportive Service Documentation  
 Copy of Orientation document, signed by Contractor and participant  
 Attendance and Progress Reports for classroom training Documentation  
 Course Examinations and Grades for Training Documentation  
 Completion, Job Search Referral, and Placement Documentation  
 Follow Up form  
 Exit form

**NOTE:** Minimum requirements for file documentation may change according to Federal, State, and County WIA policies and regulations.

The Contractor will comply with the State of California, Workforce Investment Office, the Workforce Investment Act and County's policies and procedures.

The Contractor must maintain all active WIA participant files on site and monitor any file removal through the use of a log or other controlling device for a minimum of three years from the date of contract closeout or audit/litigation resolution whichever is later.

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
FY 2002-2003  
LINE ITEM BUDGET SUMMARY

CONTRACT #: \_\_\_\_\_  
 AGENCY NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_ DATE PREPARED: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEM EXPENDITURES	TOTAL WIA COST	PROGRAM COST (A+B+C)	CORE (A)	INTENSIVE (B)	TRAINING (C)
<b>PERSONNEL COSTS</b>					
-SALARIES & WAGES					
-FRINGE BENEFITS					
SUB-TOTAL PERSONNEL COSTS					
-PROFESSIONAL SERVICES/CONSULTANT					
<b>NON-PERSONNEL COSTS</b>					
-FACILITY (RENT / LEASE)					
-TENANT IMPROVEMENTS (NOT INCLUDED IN LEASE)					
-UTILITIES (TELEPHONE, ISP, GAS, ELECTRICITY, WATER)					
-JANITORIAL SERVICES / MAINTENANCE REPAIRS					
- EQUIPMENT (PURCHASE/ LEASE)					
INDIRECT COST RATE ATTACH CURRENT APPROVED LTR. LABELED EXH. B AFTER PG 9 OF 9)					
-OFFICE SUPPLIES					
-- RESOURCE ROOM MATERIALS					
TESTING MATERIALS (FOR EXAMPLE BACKGROUND CHECKS)					

COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
FY 2002-2003

LINE ITEM BUDGET SUMMARY

CONTRACT #: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
 AGENCY NAME: \_\_\_\_\_ DATE PREPARED: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 PREPARED BY: \_\_\_\_\_

Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEMS EXPENDITURES	TOTAL WIA COST	PROGRAM COST (=A+B+C)	CORE (A)	INTENSIVE (B)	TRAINING (C)
<b>NON-PERSONNEL COSTS (CONT'D):</b>					
-ADVERTISING/ MARKETING					
-INSURANCE (NAME SPECIFIC INSURANCES CHARGED IN Exh. B, Pg. 4 OF 9)					
-TRAVEL RELATED COST (MILEAGE, LODGING, MEALS)					
-CONFERENCES/TRAINING					
-CUSTOMER INCENTIVES					
SUPPORT SERVICES					
-OJT EMPLOYER REIMBURSEMENT/TRAINING WAGES					
CUSTOMIZED TRAINING					
-WORK EXPERIENCE					
INDIVIDUAL TRAINING ACCOUNTS/TUITION RATES					



COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
FY 2002-2003  
LINE ITEM BUDGET SUMMARY

CONTRACT #: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
 AGENCY NAME: \_\_\_\_\_ DATE PREPARED: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 PREPARED BY: \_\_\_\_\_  
 Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEMS EXPENDITURES	TOTAL WIA COST	PROGRAM COST (=A+B+C)	CORE (A)	INTENSIVE (B)	TRAINING (C)
<b>NON-PERSONNEL COSTS (CONT'D)</b>					
-SUBCONTRACTORS (INCLUDE ON PAGE 4)					
-PROFIT (FOR PROFIT ORGANIZATIONS ONLY)					
OTHER (SPECIFY)					
OTHER (SPECIFY)					
-OTHER (SPECIFY)					
SUB-TOTAL NON-PERSONNEL COSTS					
GRAND TOTAL					





COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT  
FY 2002-2003  
CONSULTANT SCHEDULE

AGENCY NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_ DATE PREPARED: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Complete Budget Summary and all Schedule forms separately for each program.

POSITION TITLE (1 STAFF PER LINE)	HOURLY RATE (A)	% TIME SPENT **(B)	TOTAL WIA COST (= A X B)	PROGRAM COST (=C+D+E)	CORE (C)	INTENSIVE (D)	TRAINING (E)
*USE ADD'L PGS., IF NEEDED CARRY TOTALS TO LAST PG.	SALARY SUB - TOTALS						





Date

Contact

Contractor Organization

Address

City, State Zip

Re: Submission of Required Contract Documents

Dear Service Provider:

Each year, all contractors are required to submit **one set** of agency letterhead documents, attached certifications, and insurance documents and endorsements to Los Angeles County Community & Senior Services Department at:

3175 West 6<sup>th</sup> St.  
Los Angeles, CA 90020  
Attention: \_\_\_\_\_

**OR**

3333 Wilshire Blvd  
Los Angeles, CA 90020  
Attention: \_\_\_\_\_

Incomplete packages will delay the processing of your contract. Therefore, to expedite the processing of your contract, **please sign and return all the required documents and the Required Documents Cover Sheet no later than** \_\_\_\_\_

Should you need any assistance, please call \_\_\_\_\_ at \_\_\_\_\_.

Yours truly,

Name, Title

**REQUIRED DOCUMENTS COVER SHEET**

Please submit the following on **agency letterhead**:

- 1. List of Staff Persons Authorized to Sign Contract Documents \_\_\_\_\_
- 2. Current Board of Directors or City Council Roster \_\_\_\_\_
- 3. Articles of Incorporation (new agencies) and updates (all agencies) \_\_\_\_\_
- 4. By-laws (new agencies) and updates (all agencies) \_\_\_\_\_

Please complete the following **attached Certifications**:

- 1. Drug-Free Workplace \_\_\_\_\_
- 2. Lobbying \_\_\_\_\_
- 3. Vendor's EEO Certification \_\_\_\_\_
- 4. Debarment, Suspension and Other Responsibility Matters \_\_\_\_\_
- 5. Jury Service Certification \_\_\_\_\_

Please submit the following current **insurance documents and endorsements**:

- 1. General Liability Certificate \_\_\_\_\_
- 2. Automotive Liability Certificate \_\_\_\_\_
- 3. Crime Certificate \_\_\_\_\_
- 4. Additional Insured Policy Endorsement Page (general liability coverage) \_\_\_\_\_
- 5. Individual Loss Payee Policy Endorsement Page (crime coverage) \_\_\_\_\_
- 6. Workers' Compensation Insurance Certificate \_\_\_\_\_
- 7. Professional Liability Certificate (if applicable) \_\_\_\_\_
- 8. Property Insurance Certificate (if applicable) \_\_\_\_\_

**As stated in the Standard Terms and Conditions, please have the following documents available for CSS monitors to review:**

- ADA Compliance Policy
- Internal Grievance Procedures: Staff
- Internal Grievance Procedures: Participants
- Affirmative Action Policy
- Board minutes
- Classroom Training Curricula Statement
- Confidentiality Policy
- Conflict of Interest Policy
- Child Support Compliance
- Personnel Manual
- Fiscal Manual
- Third Party Agreements

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Signature



**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 Los Angeles County [Name of Program] 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:

1. Contractor has made a false certification under the State of California, Government Code Section #8355 ff.
2. 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 business with which it conducts normal business intercourse, also provide drug-free workplaces.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
AGENCY NAME (TYPE)

\_\_\_\_\_  
SIGNATORY'S NAME (TYPE)

\_\_\_\_\_  
DATE

# **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of Any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Organization State

\_\_\_\_\_  
Authorized Signature Title Date

# **VENDOR'S EEO CERTIFICATION**

In accordance with Section 4.32.010 *et seq.* of Los Angeles County Code, the supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

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

Applicant 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 application/proposal had one or more public transactions (federal, State, or local) terminated for cause of 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	TITLE
TYPED OR PRINTED NAME OF AUTHORIZING SIGNATURE	
APPLICANT ORGANIZATION	DATE SUBMITTED

**CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Telephone Number:</b>		
<b>Solicitation For (Type of Goods or Services):</b>		

*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/purchase order 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 exemption 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.*

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT**

**INVOICE**

DATE OF ISSUE: \_\_\_\_\_

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

ADULT: \_\_\_\_\_ DISLOCATED WORKER: \_\_\_\_\_

INVOICE PERIOD: \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

CHARGES	RECAP OF COST					GRAND TOTAL
	Administration Cost	Program Costs			Total	
		Core	Intensive	Training		
Current Budget					0	0
Prior Period					0	0
Current Period					0	0
Cumulative Total					0	0

PREPARED BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

**EXHIBIT E**

**COUNTY OF LOS ANGELES - COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT**

**Request for Cash**

AGENCY:			<b>CSS STAFF USE ONLY</b>	
ADDRESS				
CITY			Program Staff Review	Date
STATE			Fiscal Review	Date
ZIP			Fiscal Approval:	Date
CONTRACT NO	ADULT	DISLOCATED WORKER	Amount Paid	ENC. No
REQUEST PERIOD		REQ NO.		

<b>COST REIMBURSEMENT</b>						
CHARGES	Administration (005)	Program Costs			GRAND TOTAL	
			Intensive	Training		Total
Current Budget						
Cash Received						
Cash Disbursed						
Cash Balance						
Cash Requested						

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

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

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**COUNTY OF LOS ANGELES  
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES  
WORKFORCE INVESTMENT ACT (WIA) PROGRAM  
ADVANCE PAYMENT AGREEMENT**

This **AGREEMENT** is made and entered into this \_\_\_\_\_, 2002 by and between the **COUNTY OF LOS ANGELES**, hereinafter referred to as the "**COUNTY**" and \_\_\_\_\_ hereinafter referred to as the "**CONTRACTOR**."

**WHEREAS**, the Director of Community and Senior Services (CSS) of Los Angeles County has recommended, and the Board of Supervisors has approved, \$ \_\_\_\_\_ in Workforce Investment Act (WIA), Title IB, 25% Discretionary Funds to be allocated to the **CONTRACTOR** for the purpose of conducting a Workforce Investment Act (WIA) program.

**WHEREAS**, the **CONTRACTOR** wishes to begin WIA activities with the use of these funds by \_\_\_\_\_, in anticipation of an executed WIA contract with the County.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **CONTRACTOR** shall be authorized to receive advance payments under the terms and conditions of the prospective WIA contract with the County and applicable WIA regulations, in amounts which do not exceed the amount necessary for the actual, immediate disbursements by the recipient organization for direct program costs and the proportionate share of any allowable indirect costs; provided, however, that any such payments may be limited to amounts authorized under the WIA program. **(Amount not to exceed 1/6 of annual allocation.)**
2. **CONTRACTOR** affirms that it does not have the funds necessary to sustain operations, pending receipt of reimbursement for earned revenues, and agrees to provide requested documentation of its financial status.
3. **CONTRACTOR** agrees that, in the event a WIA contract is not executed by either party, for whatever reason, **CONTRACTOR** shall reimburse the **COUNTY** the full amount of any funds received under this Agreement.
4. **CONTRACTOR** agrees that, prior to receipt of the funds authorized under this Agreement, it will obtain and maintain the required liability and Workers' Compensation Insurances. Current certificates of required insurances shall be provided upon execution of this Agreement and shall name the **COUNTY** as



**“additional insured”** and provide that the **COUNTY** shall be notified a minimum of thirty (30) days in advance of any modifications or termination of the insurance.

**IN WITNESS WHEREOF**, the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of CSS, or his designee, and the **CONTRACTOR** subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the **CONTRACTOR** warrants that he or she is authorized to bind the **CONTRACTOR**, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

**COUNTY OF LOS ANGELES:**

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
COUNTY COUNSEL

By: \_\_\_\_\_  
ROBERT RYANS, DIRECTOR  
Community and Senior Services  
of Los Angeles County

By: \_\_\_\_\_

**[CONTRACTOR NAME]**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

Executed at \_\_\_\_\_  
(Place)

\_\_\_\_\_  
(Date)

*file*



• June 26, 2002  
REFER TO: 69-1:15:cs:5794

• Ms. Josie Marquez, Acting Assistant Director  
Employment and Training Branch  
Community and Senior Services of Los Angeles County  
3175 West Sixth Street  
• Los Angeles, CA 90020

JUL 01 2002

Dear Ms. Marquez:

**LOS ANGELES COUNTY ACTOR'S FUND WORKFORCE DEVELOPMENT  
PROJECT APPROVAL**

This letter is to confirm formal approval of your application for Workforce Investment Act (WIA) 25 percent funds to operate a training program to assist dislocated workers from the motion picture and television industries. Total project funding is \$250,000. A copy of the Governor's press release announcing your award is enclosed for your records.

A modification to your master WIA subgrant agreement is being developed and will be forwarded to you upon completion. Based on negotiations with this office, your subgrant agreement will be for \$275,000: \$250,000 for the Actor's Fund training program activities and \$25,000 for Los Angeles County administrative activities.

If you have any questions regarding this matter, please contact Mr. Harry Butler, of my staff, at (916) 654-9668.

Sincerely,

A handwritten signature in cursive script that reads "Bill Burke".

BILL BURKE  
Acting Deputy Director  
Workforce Development Branch

Enclosure

cc: Harry Butler, MIC 69-1

**Los Angeles County Chief Administrative Office  
Grant Management Statement for Grants \$100,000 or More**

**Department:** COMMUNITY AND SENIOR SERVICES

**Grant Project Title and Description: Actors' Work Program**  
 The Actors' Fund of America submitted a proposal to the State Employment Development Department to operate the Actors' Work Program (AWP) in FY 2002-03 to assist WIA eligible displaced workers in the entertainment industry. The AWP is funded through WIA Title IB, 25% Governor's Discretionary Funds. The funds will be utilized to train dislocated workers in the entertainment industry to enhance their job skills in order to find stable employment in the non-performing job sector.

<b>Funding Agency</b> State EDD	<b>Program (Fed. Grant #/State Bill or Code #)</b> WIA Title IB, 25% Governor's Discretionary Funds	<b>Grant Acceptance Deadline</b> N/A
------------------------------------	--	---

**Total Amount of Grant Funding:** \$275,000      **County Match Requirements:** None  
**Grant Period:** 10-1-02 to 9-30-03      **Begin Date:** 10-1-02      **End. Date:** 09-30-03  
**Number of Personnel Hired Under This Grant:** 4      **Full Time**      **Part Time** X

**Obligations imposed on the County When the Grant Expires**

- Will all personnel hired for this program be informed this is a grant-funded program?      Yes X No \_\_
- Will all personnel hired for this program be placed on temporary ("N") items?      Yes \_\_ No X
- Is the County obligated to continue this program after the grant expires?      Yes \_\_ No X
- If the County is not obligated to continue this program after the grant expires, the Department will:
- a). Absorb the program cost without reducing other services      Yes \_\_ No X
- b). Identify other revenue sources      Yes \_\_ No X
- (Describe) \_\_\_\_\_
- c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant.      Yes X No \_\_

Impact of additional personnel on existing space: Sufficient space is available to accommodate temporary staff.

Other requirements not mentioned above:      N/A

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_