



July 25, 2002

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

Dear Supervisors:

**RECOMMENDATION TO DELEGATE AUTHORITY TO THE DIRECTOR, DPSS, TO  
SIGN AGREEMENTS WITH EACH OF THE THIRTEEN COMMUNITY COLLEGE  
DISTRICTS IN LOS ANGELES COUNTY TO ADMINISTER THE COMMUNITY  
COLLEGES CalWORKs PROGRAM  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and sign Agreements, substantially similar to the attached sample Agreement, with Antelope Valley Community College District, Cerritos College, Citrus Community College District, Compton Community College, El Camino Community College District, Glendale Community College, Long Beach Community College District, Los Angeles Community College District, Mt. San Antonio College, Pasadena City College, Rio Hondo Community College District, College of the Canyons, and Santa Monica Community College District, for the administration of the Community Colleges CalWORKs Program. The Agreements will be for terms starting September 1, 2002, or one day after execution, whichever is later, and terminating June 30, 2003, at a maximum cost of \$2.8 million through the use of CalWORKs Performance Incentives funds approved by your Board for this purpose on June 26, 2002.

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2. Delegate authority to the Director, DPSS, to prepare and sign amendments to the Agreements for any decreases or increases of no more than ten percent of the total contract amount when the change is necessitated by additional and necessary services that are required for the Contractor(s) to comply with changes in federal, State or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendment, and the Director will notify the CAO in writing within ten business days after execution.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Currently, the community college districts are administering the Community Colleges CalWORKs Program and are key partners in the County's welfare-to-work efforts. By August 31, 2002, current State funding for the Program will no longer be available.

For FY 2002-03, the Governor has proposed, and the Legislature has agreed, to require a dollar-for-dollar local match for most of the State funding which will be allocated for the CalWORKs Community College Program. Approval to delegate authority to the DPSS Director to sign Agreements will allow the community college districts to draw down \$2.8 million in proposed State funding and continue their coordination with DPSS, as well as other CalWORKs service providers. This program will thereby enhance access to community college instruction for CalWORKs participants.

On June 26, 2002, your Board instructed DPSS to "implement an appropriate mechanism to make funding available to community colleges and return to the Board for contract approval, if contracts prove to be necessary." In addition, your Board allocated \$2.8 million in CalWORKs Performance Incentives for FY 2002-03 for the community college districts in Los Angeles County to sustain the current CalWORKs coordination efforts.

#### **Implementation of Strategic Plan Goals**

The Agreements are consistent with the principles of the Countywide Strategic Plan in enhancing service excellence, organizational effectiveness, and fiscal responsibility. In addition, the Agreements will ensure continued assistance to families, thereby improving upon children and families' well-being. This is consistent with Goal #1, Strategy #1 - Develop standards for user friendly service, and Strategy #2 - Design seamless service delivery systems; Goal #3, Strategy #3 - Collaborate across functional and jurisdictional

boundaries; Goal #4, Strategies #1 and #2 - Manage effectively the resources we have, and invest in public infrastructure; and Goal #5, Strategy #1 - Coordinate, collaborate and integrate services for children and families across functional and jurisdictional boundaries.

### **FISCAL IMPACT/FINANCING**

The maximum contract amount for the Community Colleges CalWORKs Program is \$2.8 million and will be funded exclusively with CalWORKs Performance Incentives funds. Therefore, there is no net County cost impact.

Attachment I provides a breakdown of the proposed individual contract maximum for each community college district. Proposed funding has been allocated based on the estimated number of CalWORKs participants in each community college district.

In accordance with State regulations governing contracts, the Agreements with public educational institutions will be actual cost contracts. The Contractors will be paid monthly in arrears based on their anticipated costs. Every three months, the Contractors will submit a quarterly reconciliation invoice, wherein they will report their actual costs for the three-month period.

### **FACTS AND PROVISIONS / LEGAL REQUIREMENTS**

Agreements for all thirteen community college districts in Los Angeles County are included in this recommendation. The college districts are as follows:

Antelope Valley Community College District, Cerritos College, Citrus Community College District, Compton Community College, El Camino Community College District, Glendale Community College, Long Beach Community College District, Los Angeles Community College District, Mt. San Antonio College, Pasadena City College, Rio Hondo Community College District, College of the Canyons, and Santa Monica Community College District

The contract terms will commence September 1, 2002, or one day after execution, whichever is later, and will continue through June 30, 2003.

The Contractors are in compliance with the Jury Service Program.

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The Agreements include language delegating authority to the Director, DPSS, to increase contract costs up to ten percent of the contract amounts. The overall \$2.8 million budgeted for the program will not be exceeded, but should a community college not be able to participate, the delegated authority will allow the Department the flexibility to redistribute the unused funds to participating community colleges.

The Contractors will not be asked to perform services which will exceed the overall budgeted amount of \$2.8 million, scope of work, and contract term.

There will be no adverse impact to County employees as a result of these contracts. Approval of these contracts will not result in unauthorized disclosure of confidential information, and will be in full compliance with applicable federal, State and County regulations. These contracts comply with all of the requirements of Los Angeles County Code Section 2.121.250 B; these services cannot be performed adequately, competently, or satisfactorily by County Civil Service employees.

The Agreements include the provision for the Contractor to consider hiring County employees targeted for layoff, or qualified former County employees who are on a re-employment list during the life of the contract, when filling future vacancies. The Agreements also require that the Contractor consider hiring participants of the Greater Avenues for Independence (GAIN) or the General Relief Opportunities for Work (GROW) Programs.

The attached sample Agreement has been approved as to form by County Counsel.

#### **CONTRACTING PROCESS**

No solicitation document was issued for the procurement of these services. State regulations allow counties to enter into procurements by negotiations with public educational institutions without a formal bidding process.

The Agreements do not provide for cost-of-living adjustments. As these are actual cost contracts, any increase in costs will be reflected in the quarterly reconciliation invoices. However, the Agreements state that the County will not be liable for payments that would exceed the contract maximum.

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**IMPACT ON CURRENT SERVICES**

These Agreements will provide CalWORKs participants the continued partnership efforts and essential services that are coordinated between the community colleges and Los Angeles County.

These Agreements will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract is in compliance with all requirements of Los Angeles County Code Section 2.180.010, Certain Contracts Prohibited.

**CONCLUSION**

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

Respectfully submitted,

BRYCE YOKOMIZO  
DIRECTOR

BY:vn

Attachments

c: Executive Officer, Board of Supervisors  
Chief Administrative Officer  
County Counsel

**Proposed Distribution of County DPSS Funds  
for LA County Community College Districts  
Fiscal Year 2002-2003**

**Total Funding Amount    \$    2,800,000**

<b>District</b>	<b>Estimated Number of Participants by District</b>	<b>% of Participants</b>	<b>Proposed Amount Per District</b>
Antelope Valley District	1,677	4.66%	130,517
Cerritos District	1,484	4.12%	115,496
Citrus District	966	2.69%	75,181
Compton	2,211	6.15%	172,077
El Camino District	1,891	5.26%	147,172
Glendale District	2,787	7.75%	216,905
Long Beach District	3,394	9.43%	264,147
Los Angeles District	15,684	43.59%	1,220,647
Mt. San Antonio District	1,425	3.96%	110,904
Pasadena District	1,690	4.70%	131,528
Rio Hondo District	1,112	3.09%	86,544
College of the Canyons District	271	0.75%	21,091
Santa Monica District	1,385	3.85%	107,791
<i>Total</i>	35,977	100.00%	\$ 2,800,000

# DEPARTMENT OF PUBLIC SOCIAL SERVICES



## SAMPLE AGREEMENT

COMMUNITY COLLEGE CALWORKS PROGRAM  
AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
XXXXXXXXX COMMUNITY COLLEGE DISTRICT

PREPARED BY THE BUREAU OF ADMINISTRATIVE SERVICES  
CONTRACT MANAGEMENT & MONITORING DIVISION  
12900 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746-3411

August 2002

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**AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
XXXXXXX COLLEGE DISTRICT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2002 by and between the County of Los Angeles, hereinafter referred to as the COUNTY, and XXXX College District hereinafter referred to as the CONTRACTOR. XXXXX Community College District is located at XXXXXXXX, XXXXXX, CA XXXXX.

WHEREAS, CONTRACTOR is a public educational institution and is qualified to provide supportive services to students participating in the CalWORKs programs as set forth hereunder and possesses the skills, experience, personnel, education and competency to provide such services; and

WHEREAS, COUNTY wishes to ensure the continuation of the Community College CalWORKs program and engage the services of a public educational institution with special expertise and experience to administer the program; and

WHEREAS, COUNTY is authorized under *Government Code Sections 26227 and 31000* to contract for such services, including those contemplated herein.

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

**I. APPLICABLE DOCUMENTS**

1. Attachments A, B, C, D, E, F, G, H, and I as set forth below, are attached to and form a part of this Agreement.
2. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

Attachment A	Statement of Work and Technical Exhibits
Attachment B	CONTRACTOR's Budget
Attachment C	Invitation for Bid/Request for Proposals/Grounds for Rejection
Attachment D	Contractor Employee Acknowledgment and Confidentiality Agreement
Attachment E	Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification

- Attachment F Bidder's/Offeror's Nondiscrimination in Services Certification
- Attachment G Monthly Invoice
- Attachment H Quarterly Reconciliation Report
- Attachment I Internal Revenue Service Earned Income Credit Notice

3. This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supercedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

## **II. TERM OF AGREEMENT**

1. The term of the Agreement will commence on September 1, 2002, or one day after execution, whichever is later, and shall expire on June 30, 2003 unless sooner terminated or extended, in whole or in part, as herein provided.
2. Subject to the provisions of Section VI, Paragraph 49, Termination for Convenience of the COUNTY, in the event of termination of this Agreement, the CONTRACTOR shall, upon receipt of notice of termination:
  - 2.1 Immediately eliminate all new costs and expenses under this Agreement. In addition, the CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. The CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
  - 2.2 Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
3. Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for services.

## **III. INTERPRETATION**

The County Department is responsible for providing social services and financial assistance to eligible persons in Los Angeles County. The Agreement shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1. Board of Supervisors  
The Board of Supervisors of the County of Los Angeles.
2. Community College CalWORKs Program  
The services to be provided, which includes coordination, job development, subsidized employment (work-study), instruction, and child care services to CalWORKs participants. College CalWORKs programs assist students in fulfilling their work requirement, whether they are self initiated or referred by DPSS offices, while they are enrolled in occupational programs.
3. Contract Manager  
The individual designated by the CONTRACTOR to administer the contract operations after contract award.
4. Contractor  
The public educational institution, which has entered into a contract with the COUNTY to perform or execute the work covered by these specifications.
5. County Contract Administrator (CCA)  
The individual designated by the COUNTY who monitors the CONTRACTOR's performance in the daily operation of the contract. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.
6. Director  
The Director of the Department of Public Social Services, County of Los Angeles, or his authorized representative(s).
7. Department of Public Social Services (DPSS)  
The COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles County.

8. Fiscal Year (FY)  
COUNTY Fiscal Year which commences on July 1 and ends the following June 30.

#### **IV. MAXIMUM AMOUNT**

The maximum amount of this Agreement is \$ 1,220,647. The COUNTY shall not be liable in any event for payment in excess of this maximum amount.

If CONTRACTOR provides any tasks, subtasks, deliverables, goods, services or other work to COUNTY, other than those specified in this Agreement, the same will be deemed a gratuitous effort on the part of CONTRACTOR and CONTRACTOR shall have no claim against the COUNTY.

#### **V. INVOICES AND PAYMENT**

1. The COUNTY shall pay the CONTRACTOR for the services provided under this Agreement for actual costs incurred by CONTRACTOR in accordance with Attachment B, Contractor's Budget. The CONTRACTOR's compensation shall be subject to the limits set forth in the provisions of Section IV, Maximum Amount. CONTRACTOR shall not exceed each year's annual budgeted amount and shall not roll-over unspent money from the first year budget to the second year budget should the contract be amended to extend the term. The maximum cost of this Contract shall not exceed \$1,220,647 as reflected in Attachment B.
2. Payment to CONTRACTOR will be made monthly in arrears provided that CONTRACTOR is not in default under any provision of this Contract, and has submitted a complete and accurate statement of payment due. Costs are to be reconciled to the actual cost quarterly as stated in Subparagraph 9.0 hereunder (see Attachment H for format).
3. CONTRACTOR shall prepare and submit the Monthly Invoice (see Attachment G for format), each in an original and one (1) copy, to the CCA on a monthly basis. Monthly Invoices are due by the fifteen (15<sup>th</sup>) after the end of the month in which services were provided, or payment may be delayed. Attached to each invoice shall be documentation to support the invoiced amounts. This documentation shall include, but not be limited to, those items as specified in the Monthly Management Report (MMR) (Attachment A, Statement of Work, Technical Exhibit 6.2).

Payment to the CONTRACTOR shall be only upon written approval of the invoice by CCA or his/her designated representative. CONTRACTOR shall submit the invoice to the CCA at:

Department of Public Social Services  
Contract Management and Monitoring Division  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746

4. COUNTY shall review and authorize payment of an accurate invoice as soon as possible after receipt of CONTRACTOR's billing. COUNTY will make a reasonable effort to effect payment to CONTRACTOR within thirty (30) days from receipt of an invoice which is accurate as to form and content.
5. CONTRACTOR shall invoice and COUNTY shall authorize payment only for costs incurred during the invoice month. For invoicing purposes, CONTRACTOR shall clearly identify such costs as for the "Community College CalWORKs Program."
6. CONTRACTOR shall reconcile their monthly billings on a quarterly basis (see Attachment H, Quarterly Reconciliation Report) for the recently completed quarter (e.g., reconciliation of invoices submitted for September through November, due December 2002), supported by detailed (line item) documentation in accordance with Attachment B, Contractor's Budget and Employee Benefits:
  - 6.1 Administrative and support services costs shall be separately identified.
  - 6.2 Personnel costs shall be itemized by pay classification.
  - 6.3 One-time only costs shall be clearly identified.
  - 6.4 Any prorated costs shall be clearly identified.
7. CONTRACTOR shall advise COUNTY in writing of any substantive deviations or reallocation of line item costs from CONTRACTOR's Budget. CONTRACTOR may, with COUNTY's approval, reallocate funds among each of the major cost categories listed in Attachment B, Contractor's Budget and Employee Benefits, to a maximum of 15% of each part, not to exceed the total Contract amount. Reallocation of funds by CONTRACTOR by more than 15% between the major cost categories requires written approval of the Director.
8. If the quarterly reconciliation finds that COUNTY's dollar liability was more than payments made by the COUNTY to CONTRACTOR, or that COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then COUNTY shall either credit or deduct the difference against future payments hereunder to CONTRACTOR. In no

event shall COUNTY's maximum obligation under this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

9. Reconciliation invoices will be due by the twentieth (20<sup>th</sup>) of each month. Reconciliation invoices not filed will cause an immediate payment suspension of all invoices received after the quarterly reconciliation date.
10. COUNTY may delay the last payment due hereunder until six (6) months after the termination of the Contract. CONTRACTOR shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by the COUNTY to CONTRACTOR.
11. As this Contract is awarded to a public educational institution, the Contract payment will be subject to Actual Cost Contract requirements.
12. Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of CONTRACTOR's performance, under the Contract, except for any claims specifically described in detail in such release.
13. COUNTY shall have no requirement for payment other than as set forth in this Contract.

## **VI. FURTHER TERMS AND CONDITIONS**

### **1. ASSIGNMENT**

The CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Any attempted delegation and/or assignment without the COUNTY's prior written consent shall be void. Any attempt by the CONTRACTOR to assign or subcontract any performance of terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith.

### **2. AUDIT SETTLEMENT**

If, at any time during the term of the Agreement or within five (5) years after the expiration or termination of the Agreement, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by



the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

**3. AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that its signatory to the Agreement is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

**4. BUDGET REDUCTIONS**

In the event that the COUNTY's Board of Supervisors adopts in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the COUNTY employees and imposes similar reductions with respect to the COUNTY contracts, the determination of the amount of the CONTRACTOR'S payment reduction will be at the sole discretion of the COUNTY correspondingly for the Fiscal Year and any subsequent fiscal year services provided by the CONTRACTOR under this Agreement. This reduction will not affect costs already incurred by the CONTRACTOR for services previously provided. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Agreement.

**5. CHANGES AND AMENDMENTS OF TERMS**

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

- 5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change*

*Notice* shall be prepared and signed by the County Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.

- 5.2 For any revision which materially affects the scope of work or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the County Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3 The DPSS Director may prepare and sign *amendments* to the Agreement without further action by the County Board of Supervisors under the following conditions:
  - 5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
  - 5.3.2 The amendment is for a decrease in the Agreement costs.
  - 5.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
  - 5.3.4 The amendment is for an increase of no more than 10% of the total original Agreement amount, that is necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in Federal, State, or County requirements.
  - 5.3.5 The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment to this Agreement.
  - 5.3.6 Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

## **6. CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING**

- 6.1 The CONTRACTOR staff working on this Agreement shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections.

- 6.2 The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.
- 6.3 The CONTRACTOR staff working on this Agreement shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 6.4 The CONTRACTOR staff working on this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

**7. CIVIL RIGHTS**

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

**8. COLLECTIVE BARGAINING CONTRACT**

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

**9. COMPLAINTS**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Agreement effective date, the CONTRACTOR shall

provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 9.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 9.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- 9.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

## **10. COMPLETION OF CONTRACT**

The CONTRACTOR shall turn over their current operation to another vendor upon expiration or termination of the Agreement. For up to three (3) months prior to the expiration of this Agreement, the CONTRACTOR shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from CONTRACTOR-provided services back to another vendor. The CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of the CONTRACTOR personnel during the transition period. In addition, the CONTRACTOR shall explain and return to the COUNTY, as requested all staffing reports and related documents.

If the CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50 percent to 100 percent of the last two months' payments as liquidated damages.

## **11. COMPLIANCE WITH JURY SERVICE PROGRAM**

### **11.1 Jury Service Program.**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program")

as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### 11.2 Written Employee Jury Service Policy.

Unless 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 its 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.

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 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.

If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the 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 an exception to the Program.

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.

## **12. COMPLIANCE WITH LAWS**

The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. *California Welfare & Institutions Code*
2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*
3. *California Department of Social Services Regulation Section*
4. *Social Security Act*
5. *State Energy and Efficiency Plan [Title 24, California Administrative Code]*
6. *Clean Air Act (Section 306, 42USC 1857 (h))*
7. *Clean Water Act (Section 508, 33USC 1368)*
8. *Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)*
9. *Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]*

The CONTRACTOR shall maintain all licenses required to perform the Agreement. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

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

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and 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 attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

#### **14. CONFIDENTIALITY**

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

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

#### **15. CONFLICT OF INTEREST/CONTRACT PROHIBITED**

15.1 The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Contract.

15.2 The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180,010*, "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment C, hereunder.

15.3 The CONTRACTOR represents and warrants that they did not, as an individual or firm or subsidiary of a firm, under Contract, assist the

COUNTY in the development and preparation of the Request for Proposals for the Contract.

15.4 No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

**16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF**

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

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

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

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

**18. CONTRACTOR'S EMPLOYEES**

The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR, and the CONTRACTOR shall have the right to hire, suspend, discipline, or discharge the CONTRACTOR's personnel.



While providing services to the COUNTY under this Agreement, the CONTRACTOR's employees shall report to the COUNTY for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance of requested services immediately upon the written or oral request of the CCA.

18.1 The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

18.2 The personnel provided by the CONTRACTOR shall at a minimum be:

1. Accustomed to a complex, fast-paced, confidential, and high-pressured work environment.
2. Able to fluently read, write, speak, and understand English.
3. Bilingual, when requested.
4. Able to communicate effectively using good judgment and diplomacy.
5. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
6. Able to handle sensitive materials and perform confidential duties.
7. Able to satisfy a background check.
8. Able to meet the minimum qualifications as stated in the Statement of Work, Attachment A, Technical Exhibit 6.5.

**19. CONTRACTOR'S 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 contractors 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 Child Support Service Department (CSSD) will supply the CONTRACTOR with the poster to be used.

**20. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**

## **COMPLIANCE PROGRAM**

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

As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD 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).

### **21. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible Contractors.

21.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

21.2 The COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made

or submitted a false claim against the COUNTY or any other public entity.

21.3 If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

21.4 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment.

If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

21.5 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

21.6 These terms shall also apply to subcontractors of the COUNTY Contractors.

## **22. COUNTY LOBBYISTS**

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

## **23. COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than a monthly basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

**24. COVENANT AGAINST FEES**

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

**25. DISPUTES**

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Agreement shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or designee, and the Director's or designee's decision shall be final.

**26. DISCLOSURE OF INFORMATION**

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

26.1 The CONTRACTOR shall develop all publicity material in a

professional manner.

- 26.2 During the course of performance on this Agreement, the CONTRACTOR, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CCA.

In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 26.3 The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Paragraph 26 shall apply.

**27. EMPLOYMENT ELIGIBILITY VERIFICATION**

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. 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 from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of the CONTRACTOR's failure to comply with the foregoing.

**28. EMPLOYEE SAFETY**

The CONTRACTOR will assure that the CONTRACTOR's employees:

- 28.1 Are covered by an effective Injury and Illness Prevention Program.
- 28.2 Receive all required general and specific training.

**29. FISCAL ACCOUNTABILITY**

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with the cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-133 Audits of States, Local governments and Non-Profit Organizations, and OMB A-110 Uniform Administration Requirements for Grants and Agreements with Institutions of Higher Education, hospitals and other non-profit organizations.

**30. FORCE MAJEURE**

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

**31. GOVERNING LAW AND VENUE**

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

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

31.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

**32. GOVERNMENT OBSERVATIONS**

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

**33. INDEPENDENT CONTRACTOR STATUS**

This Agreement is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Agreement.

**34. INDEMNIFICATION**

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

**35. INSURANCE**

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

- A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the ***Department of Public Social Services, 12900 Crossroads Parkway South, 2<sup>nd</sup>***

**Floor, City of Industry, California 91746, Attention: Rich Milton, Director, Contract Management Section I**, prior to commencing services under this Agreement. Such certificates or other evidence shall:

Specifically identify this Agreement.

Clearly evidence all coverages required in this Agreement.

Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

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

- B. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by the COUNTY.
- C. **Failure to Maintain Coverage:** Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Agreement upon which the COUNTY may immediately terminate or suspend the Agreement. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from

said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the



CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

- D. **Notification of Incidents, Claims or Suits:** The CONTRACTOR shall report to the COUNTY:

Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Agreement.

Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Administrator.

Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Agreement.

- E. **Compensation for COUNTY Costs:** In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

- F. **Insurance Coverage Requirements for Subcontractors:** The CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

(2) The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right

to obtain copies of evidence of sub-contractor insurance coverage at any time.

35.1 **Insurance Coverage Requirements**

- A. **General Liability** insurance (written on ISO policy form CG0001 or its equivalent) with limits of not less than the following:

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

- B. **Automobile Liability** insurance (written on ISO policy form CA0001 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

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

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

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

**36. LIQUIDATED DAMAGES**

If the CONTRACTOR breaches the Performance Requirements Summary (PRS) as defined in Technical Exhibit 6.1, Attachment A, the COUNTY will have a claim for the sum specified in the PRS, to be paid by the CONTRACTOR in accordance with the Agreement as liquidated damages. This section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Agreement, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Agreement as agreed to

herein.

### **37. NONDISCRIMINATION IN EMPLOYMENT**

- 37.1 The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.
- 37.2 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status or political affiliation. Such action shall include, but is not 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.
- 37.3 The CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status or political affiliation.
- 37.4 The CONTRACTOR shall allow the COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 37 when so requested by the COUNTY.
- 37.5 The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age, or condition of disability. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this

requirement.

- 37.6 If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this Agreement. While the COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Agreement.
- 37.7 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Agreement, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
- 37.8 The CONTRACTOR shall sign the form "Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification," Attachment E, hereunder.

## **38. NOTICES**

### **38.1 Notice of Delays**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

### **38.2 Notice of Meetings**

The CONTRACTOR shall provide appropriate levels of staff at all

meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

### 38.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box. Notices may also be sent by fax.

### 38.4 Notice to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business:

XXXXX  
XXXX  
XXXXXXXX Community College District  
XXXX  
XXXX, CA XXXXX

### 38.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to:

**Rich Milton, Director  
Contract Management and Monitoring Division  
Department of Public Social Services  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor,  
City of Industry, California 91746**

### 38.6 Changes of Address

Either party can designate a new address by giving written notice to

the other party.

#### 38.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

#### **39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Attachment I, hereunder).

#### **40. OWNERSHIP OF DATA/EQUIPMENT**

The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Agreement. The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Agreement.

#### **41. PROPRIETARY RIGHTS**

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

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

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

secrets and proprietary information.

The COUNTY shall not require the CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by the COUNTY to successfully complete the services under the Agreement.

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

#### **42. RECORDS**

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Paragraph 43, Records Retention and Inspection, herein below.

#### **43. RECORDS RETENTION AND INSPECTION**

The CONTRACTOR agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Agreement at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Agreement, unless Director's

written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

- 43.1 Other required documents to be retained include, but not limited to:
1. Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs and employee timesheets.
  2. Confidentiality Agreements: Contractor Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment D).
  3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to the CONTRACTOR's profession.
  4. Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide them to the CONTRACTOR for retention.
- 43.2 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.
1. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles County for examination by the COUNTY.
  2. Failure on the part of the CONTRACTOR to comply with the provisions of this Paragraph 43 shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement.



**44. RECYCLED BOND PAPER**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

**45. REMOVAL OF UNSATISFACTORY PERSONNEL**

The COUNTY shall have the right, at its sole discretion to require the CONTRACTOR to remove any employee from the performance of services under this Agreement for unsatisfactory performance or any other job-related

cause. At the request of the COUNTY, the CONTRACTOR shall replace said personnel within twenty-four (24) hours.

**46. RULES AND REGULATIONS**

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide hereunder with such rules and regulations.

**47. SUBCONTRACTING**

47.1 No performance of this Agreement or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section VI, Paragraph 5 (Changes and Amendments of Terms). Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

47.2 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 the Agreement, including, but not limited to, the

duty to properly supervise and coordinate the work of subcontractors. 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 the Agreement. In no event shall approval of any subcontract by the COUNTY be construed as effecting any increase in the amount provided for in the Agreement. The CONTRACTOR's request for approval to enter into a subcontract shall include:

1. A description of the service to be provided by the proposed subcontractor;
2. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
3. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
4. A resume of the potential subcontractor's background and experience.

47.3 In the event that the COUNTY should consent to subcontracting, 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. All representations and warranties shall inure to the benefit of the County of Los Angeles."*

47.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP), Sections 23-610 through 23-615.*

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 19, the CONTRACTOR's Warranty of Adherence to

the COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Service Department (CSSD) shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Paragraph 50, Termination For Default of the CONTRACTOR.

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 contractors 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. County's Child Support Service Department (CSSD) will supply the CONTRACTOR with the poster to be used.

**49. TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 49.1 Performance of services under this Agreement may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.
- 49.2 If, during the term of this Agreement, the COUNTY funds appropriated for the purposes of this Agreement are reduced or eliminated, the COUNTY may immediately terminate this Agreement upon written notice to the CONTRACTOR.
- 49.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
1. Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
  2. To the extent possible, continue to perform, as required by this Agreement, until the effective date of termination.
- 49.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may

be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

- 49.5 Upon termination of this Agreement, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
- 49.6 Upon termination of this Agreement, the CONTRACTOR shall comply with the provisions of Paragraph 43, Records Retention and Inspection, herein above.
- 49.7 Subject to the provisions of Subparagraph 49.3 above, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph 49. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

**50. TERMINATION FOR DEFAULT OF THE CONTRACTOR**

- 50.1 The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
  - 1. If the CONTRACTOR fails to perform the services within the time specified or, with prior COUNTY approval, any extension thereof.
  - 2. If the CONTRACTOR fails to perform any of the other

provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or

such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.

- 50.2 In the event the COUNTY terminates this Agreement in whole or in part as provided in this Paragraph 48, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or
- 50.3 If, after giving Notice of Termination of this Agreement under the provisions of this Paragraph 50, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Paragraph 50 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Paragraph 49., Termination For Convenience of the COUNTY, herein above.
- 50.4 Upon termination of this Agreement, the CONTRACTOR shall adhere to the termination provisions of Paragraph 50 herein above.

## **51. TERMINATION FOR IMPROPER CONSIDERATION**

- 51.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement 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 with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the

CONTRACTOR's performance pursuant to this Agreement. 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.

51.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (213) 974 - 0914 or (800) 544-6861.

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

**52. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated 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-appropriation at the earliest time.

**53. TIMELY COMPLETION**

Time is of the essence in the provision and completion of service and work as stipulated in this Agreement, as is the conveyance of reporting deliverables to the COUNTY as also stipulated in this Agreement.

**54. VALIDITY**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

**55. VERBAL DISCUSSIONS**

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

**56. WAIVER**

No waiver of a breach of any provision of this Agreement by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

**57. WARRANTY**

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

IN WITNESS WHEREOF, the parties hereunder have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Bryce Yokomizo, Director

Date \_\_\_\_\_

**XXXXXX COMMUNITY COLLEGE DISTRICT**

By \_\_\_\_\_  
Authorized Representative  
XXXXXX Community College District

Date \_\_\_\_\_

APPROVED BY THE OFFICE OF THE COUNTY COUNSEL LLOYD W. PELLMAN,  
COUNTY COUNSEL

By \_\_\_\_\_  
Barbara Y. Goul, Principal Deputy County Counsel

Date \_\_\_\_\_



**ATTACHMENT A**

**STATEMENT OF WORK  
AND TECHNICAL EXHIBITS**

STATEMENT OF WORK  
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## **STATEMENT OF WORK**

### **1.0 GENERAL**

#### **1.1 SCOPE OF WORK**

Except for those items listed in Section 3.0 COUNTY Furnished Items, hereunder, the CONTRACTOR shall provide all management/administrative services, personnel, materials, and other items or services necessary to provide coordination services for COUNTY referred CalWORKs (CW) participants. CONTRACTOR must perform to the standards in Technical Exhibit 6.1, Performance Requirements Summary, hereunder.

1.1.1 COUNTY shall refer CW participants to the CONTRACTOR for services provided as specified in Section 5.0, Specific Tasks.

1.1.2 CONTRACTOR shall provide a necessary reports.

#### **1.2 KEY COUNTY PERSONNEL**

##### **1.2.1 County Contract Administrator (CCA)**

1.2.1.1 COUNTY will designate one (1) person who will act as the County Contract Administrator (CCA) for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA or alternate shall:

1.2.1.2 Have full authority to monitor the CONTRACTOR's performance in the daily operation of this Agreement.

1.2.1.3 Negotiate with the CONTRACTOR on changes in service requirements pursuant to this Agreement, Part VI, Further Terms and Conditions, Changes and Amendments of Terms, Paragraph 5.0.

1.2.1.4 Not be authorized to make any changes in the Standard Terms and Conditions of the Agreement and shall not be authorized to obligate the COUNTY in any way whatsoever.

1.2.1.5 Inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Agreement is awarded, and at anytime thereafter a change of the CCA is made.

## 1.2.2 Quality Assurance Evaluator (QAE)

COUNTY will designate one (1) person who will act as Quality Assurance Evaluator (QAE) for the COUNTY on all technical standards and requirements pertinent to the Contract and monitor the CONTRACTOR's performance under the Agreement using the quality assurance procedures established in Technical Exhibit 6.1, Performance Requirements Summary (PRS) or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Agreement. The QAE and the CCA may be the same person. Specifically, the QAE shall:

- 1.2.2.1 Ensure that technical standards and requirements of this Agreement are met, and evaluate the CONTRACTOR's performance under this Agreement.
- 1.2.2.2 Not be authorized to make any changes in the terms and conditions of this Agreement and shall not be authorized to obligate the COUNTY in any way whatsoever.
- 1.2.2.3 Advise the CCA as to the CONTRACTOR's performance in areas relating to technical requirements and technical standards.
- 1.2.2.4 Inform the CONTRACTOR of the name, address and telephone number of the QAE, in writing, at the time this Agreement is awarded, and at anytime thereafter a change of the QAE is made.

## 1.3 KEY CONTRACTOR PERSONNEL

CONTRACTOR shall provide staff with professional background, experience and expertise to provide the work products required in this Statement of Work. All personnel shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto. Staff shall be hired according to minimum qualification set forth in the California Community College District Education Code and the Los Angeles Community College District Personnel Commission, where applicable.

### 1.3.1 Contract Manager

CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and

coordination of this Agreement. The Contract Manager and alternate shall be identified, in writing, prior to Agreement start-up and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the Contract Manager or his/her alternate shall:

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

1.3.1.2 Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except COUNTY and scheduled CONTRACTOR holidays.

1.3.1.3 Be able to read, write, speak, and understand English.

#### 1.3.2 Other CONTRACTOR Staff

1.3.2.1 CONTRACTOR shall provide staff who have the necessary professional background, experience and expertise to provide the service required in this Statement of Work.

1.3.2.2 CONTRACTOR staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

### 1.4 QUALITY CONTROL

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the COUNTY a consistently high level of service throughout the term of this Agreement. The QCP which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Agreement start date, with revisions submitted as changes occur. Revisions will be due within 10 business days of CCA's request. The QCP shall include, but not be limited to, the following:

1.4.1 Method for assuring that professional staff rendering services under the Agreement have necessary college degrees/licenses and qualifying experience;

1.4.2 Method and frequency of monitoring to ensure that Contract requirements are being met;

- 1.4.3 Method for monitoring and evaluating work performed;
- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5 Method of record retention of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the COUNTY upon request;
- 1.4.6 Method for providing continuing services to the COUNTY in the event of a strike of the CONTRACTOR's or subcontractor's employees;
- 1.4.7 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this Agreement;
- 1.4.8 Method for surveying participants on a regular basis to obtain feedback on services; and
- 1.4.9 Monitoring methods to be used, such as:
  - 1.4.9.1 Random sampling;
  - 1.4.9.2 100% review;
  - 1.4.9.3 Participant complaints;
  - 1.4.9.4 Participant surveys; and/or
  - 1.4.9.5 Information, reports or data that may be provided by COUNTY.

## **1.5 COUNTY'S QUALITY ASSURANCE PLAN**

- 1.5.1 COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Agreement terms and performance standards. The CONTRACTOR's deficiencies, which the COUNTY determines are severe or continuing and may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement (refer to Part VI, Paragraph 36, Liquidated Damages herein above, and Attachment I to Technical Exhibit 6.1, Performance Requirements Summary, hereunder).

- 1.5.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (see Attachment II to Technical Exhibit 6.1, hereunder), is issued and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.
- 1.5.3 Action items from any Performance Evaluation meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, s/he shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Managers written statement shall be attached to the CCA's action items and be apart thereof.
- 1.5.4 Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.
- 1.5.5 Upon advance notice, either the COUNTY or the CONTRACTOR may make an auditory recording of the meeting.
- 1.5.6 Contract Discrepancy Reports
- 1.5.6.1 Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible, whenever a Contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.
- 1.5.6.2 CCA will determine whether a formal Contract Discrepancy Report shall be issued (see Attachment II to Technical Exhibit 6.1, hereunder). Upon receipt of the document, the CONTRACTOR is required to respond, in writing, to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

## **1.6 ATTENDANCE AT AND NOTICE OF MEETINGS**

CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such

meetings five (5) business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

**1.7 HOURS OF OPERATION**

CONTRACTOR shall be available to provide services to COUNTY Monday through Friday from 8:00 a.m. to 5:00 p.m., or any mutually agreed upon alternative schedule, excluding COUNTY and scheduled CONTRACTOR holidays.



## **2.0 DEFINITIONS**

### **2.1 ACCEPTABLE QUALITY LEVEL (AQL)**

A measure to express the allowable leeway or variance from the Contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

### **2.2 BUDGET**

The document that details the CONTRACTOR's costs for providing services and included as an attachment to the Agreement. Included in the Budget are the following:

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

2.2.2 **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead, Telephone/Utilities, Space, and other (specified).

2.2.3 **Total Cost to Provide College CalWORKs Coordination Services** - The total of Direct and Indirect Costs.

### **2.3 CalWORKs**

Acronym for "California Work Opportunity and Responsibility to Kids" which includes the State of California's Welfare-to-Work Program.

### **2.4 CalWORKs Participants**

CalWORKs applicants/recipients who COUNTY has determined are eligible for participation in the CalWORKs Program.

### **2.5 CONTRACT DISCREPANCY REPORT**

The report that is used when the performance of CONTRACTOR is unacceptable, and/or when the number of discrepancies found during Contract monitoring exceed the number of discrepancies allowed by the AQL.

## **2.6 COUNTY**

Los Angeles County Department of Public Social Services

## **2.7 DEVELOPMENT ACTIVITIES**

Those activities necessary for CONTRACTOR to assess, develop and implement coordination services.

## **2.8 OPERATIONAL SUPPORT**

Activities of CONTRACTOR and subcontractors that are determined to be necessary for the ongoing monitoring of the College CalWORKs Coordination Program.

### **3.0 COUNTY FURNISHED ITEMS**

#### **3.1 MATERIALS**

COUNTY shall provide:

- 3.1.1 DPSS Operations Handbook, Section 21, Civil Rights Program;
- 3.1.2 A supply of Civil Rights Complaint forms, PA 607, for use by trainees in reporting civil rights complaints;
- 3.1.3 A list of the COUNTY- observed holidays;
- 3.1.4 Cultural Awareness training;
- 3.1.5 Child/Elder Abuse Awareness and Reporting Training; and
- 3.1.6 Appropriate COUNTY hiring guidelines for candidates with criminal convictions.

## **4.0 CONTRACTOR FURNISHED ITEMS**

### **4.1 PERSONNEL**

4.1.1 CONTRACTOR will provide all qualified professional and clerical personnel , including bilingual staff, to complete the required tasks.

### **4.2 MATERIALS**

4.2.1 CONTRACTOR will provide updated lists of all sites to be used, including any extension site as part of the Monthly Management Report (MMR) (see Technical Exhibit ).

4.2.2 CONTRACTOR shall post in the CONTRACTOR's facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination In Services notices. The CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission  
255 East Temple Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012  
Telephone: (213) 894-1000

4.2.3 CONTRACTOR will maintain a calendar of school holidays and make them available to COUNTY upon request.

### **4.3 FACILITIES**

4.3.1 CONTRACTOR shall provide the necessary facility/facilities and furnishings required to execute this Agreement.

### **4.4 TRAINING**

4.4.1 CONTRACTOR shall provide training in all aspects of services provided in this Agreement.

4.4.2 CONTRACTOR shall provide training on child abuse/elder abuse, culture awareness and civil rights for all CONTRACTOR staff. CONTRACTOR shall utilize COUNTY provided written material and/or videos.

**4.5 COMPLAINT RESOLUTION PROCEDURES**

4.5.1 CONTRACTOR shall establish a procedure to resolve complaints, and provide such procedure to the COUNTY prior to Agreement implementation.

4.5.2 CONTRACTOR shall notify the COUNTY, in writing, within five (5) workdays, of receiving a complaint.

## **5.0 SPECIFIC TASKS**

### **5.1 DEVELOPMENT ACTIVITIES**

- 5.1.1 CONTRACTOR shall develop and implement a program to evaluate referred CalWORKs participants for Community College CalWORKs services.
- 5.1.2 CONTRACTOR shall recruit and maintain sufficient staff for ongoing provision of Services. CONTRACTOR shall ensure it is able to meet the needs of our non-English speaking participants, including participants that are hearing impaired.
- 5.1.3 CONTRACTOR will ensure that hired staff shows interest in the vision of CalWORKs (CW), and have the language/reading proficiencies, and no disqualifying criminal record, as defined by COUNTY hiring guidelines for candidates with criminal convictions.
- 5.1.4 CONTRACTOR shall ensure that staff receives the training listed below prior to providing Community College CalWORKs services. The training shall include, but is not limited to the following:
  - 5.1.4.1 Introduction to the GAIN program including; program components, program flow, participant requirements and program goals.
  - 5.1.4.2 Cultural Awareness training.
  - 5.1.4.3 Child/Elder abuse awareness and reporting training.
- 5.1.5 CONTRACTOR shall make effort for the provision of childcare services while meeting with CW participants.
- 5.1.6 CONTRACTOR shall complete and provide the following on a timely basis;
  - 5.1.6.1 Monthly Invoice
  - 5.1.6.2 Quarterly Reconciliation Invoice
  - 5.1.6.3 Monthly Management Report

## **5.2 DIRECT SERVICES REQUIREMENTS**

- 5.2.1 CONTRACTOR shall conduct/complete a comprehensive intake process for each referred CW participant, which does not duplicate COUNTY operations. The following domains regarding the participant shall be addressed:
  - 5.2.1.1 A personal interview and history-taking.
  - 5.2.1.2 Assessment of needs for basic skills and remediation.
  - 5.2.1.3 Referral to college career counseling office as needed.
- 5.2.2 CONTRACTOR shall assess/evaluate existing vocational information to ensure that appropriate instructional services are provided to CalWORKs participants and that services are not being duplicated.
- 5.2.3 CONTRACTOR shall ensure that the services provided match, to the extent possible the participant's employment goal.
- 5.2.4 CONTRACTOR shall consider the culture and linguistic background of the participant in selecting and administering the Program to CW participants.
- 5.2.5 Upon confirmation of the CW participant's appointment with a College Service Provider, the CONTRACTOR shall create a file folder for each participant. The file folder shall contain the participant's intake information and critical documents/information such as previous evaluations, assessments or referral for supportive services.
- 5.2.6 CONTRACTOR shall notify the COUNTY within 7 (seven) workdays if the participant does not show for the scheduled appointment.
- 5.2.7 CONTRACTOR shall maintain written policies relating to the program, provide copies and updates upon CCA's request and ensure the CalWORKs program includes:
  - 5.2.7.1 Flexible course schedules that can be easily accessed by low-income workers to upgrade their skills and earning power; and
  - 5.2.7.2 For those who need basic skills, curricula which addresses math/English instruction in a vocational course work context; and
  - 5.2.7.3 An intention to work with DPSS on employer-based education/training programs; and

- 5.2.7.4 Options for ESL/VESL curricula for colleges that are impacted by Limited English speaking populations which address instruction in a vocational course work context; and
- 5.2.7.5 Programs that reflect partnership/collaboration with local Workforce Investment Boards, One-stop center, Department of Labor grantee agencies.

### **5.3 OPERATIONAL SUPPORT**

- 5.3.1 CONTRACTOR shall develop and maintain vital linkages with other relevant organizations to improve services to participating CW participants.
- 5.3.2 CONTRACTOR shall provide comprehensive financial services. Such services shall include the following:
  - 5.3.2.1 Maintenance of financial records;
  - 5.3.2.2 Submission of monthly fiscal reports to COUNTY;
  - 5.3.2.3 Disbursement of funds to subcontractors (if applicable);
  - 5.3.2.4 Monitoring of subcontractors (if applicable) and implementation of corrective action as necessary; compliance with applicable fiscal monitoring and audit requirements.

### **5.4 REPORTING TASKS**

- 5.4.1 CONTRACTOR shall make reports as may be required by the COUNTY concerning its activities as they affect the Agreement duties and purposes contained herein.
- 5.4.2 CONTRACTOR shall complete a Monthly Management Report (MMR) (see Technical Exhibit 6.2). The MMR format shall be developed by CONTRACTOR and agreed to by COUNTY upon Agreement start-up. The MMR shall be submitted to the CCA with CONTRACTOR's invoice (reference Part IV, CONTRACTOR Payment) by the fifteenth (15th) calendar day of each succeeding month.
- 5.4.3 CONTRACTOR shall provide COUNTY with a Monthly Management Report (MMR) to apprise COUNTY of implementation progress and program accomplishments.



## **6.0 TECHNICAL EXHIBITS**

## TECHNICAL EXHIBIT 6.1

### **PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

#### **6.1.1 INTRODUCTION**

This technical exhibit lists the required services which will be monitored by the COUNTY during the term of this Agreement. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, the COUNTY's preferred method of monitoring, and deduction which may be made from Agreement payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary (PRS) are intended to be completely consistent with the main body of this Agreement and Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of this Agreement and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Agreement, Statement of Work and this PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR, and will not be the basis of the assignment of any penalties.

Because the provision of Learning Disabilities program services to CalWORKs participants is of vital importance to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR's performance. COUNTY will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by the CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is the CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

#### **6.1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART**

The Performance Requirements Summary (PRS) Chart is at the end of this exhibit as Attachment I, and:

6.1.2.1 Provides the Section or Paragraph where referenced (Column 1 of chart).

6.1.2.2 Defines the Standard of performance for each required service (Column 2 of chart).

- 6.1.2.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses liquidated damages (Column 3 of chart).
- 6.1.2.4 Indicates the monthly unsatisfactory performance indicator points to be assessed for exceeding the AQL, for each listed Contract requirement (Column 4 of chart). These indicators may serve as a baseline for assessing liquidated damages.

### **6.1.3 QUALITY ASSURANCE**

Each month, the CONTRACTOR's performance will be compared to this Agreement's Standards and AQL's using the Quality Assurance Monitoring Plan (QAMP).

COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

- 6.1.3.1 Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin].
- 6.1.3.2 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance.
- 6.1.3.3 Review of reports and files maintained by the CONTRACTOR.
- 6.1.3.4 On-site evaluations and monitoring.
- 6.1.3.5 Evaluation of complaints.

### **6.1.4 CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a required service is considered acceptable when the number of discrepancies found during Contract monitoring procedures do not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR shall be required to respond within five (5) business days, to a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to explain, in writing, the reasons for such unacceptable

performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. CCA will evaluate the CONTRACTOR's explanation and determine if any financial penalties will be assessed. The CDR is at the end of this exhibit as Attachment II to Technical Exhibit 6.1.

#### **6.1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE**

##### **6.1.5.1 Determination of the Number of Defects that Renders a Service Unsatisfactory:**

The sample is selected at random so that it will be representative of the entire population. It is compared to the Standard, and conclusions are made about CONTRACTOR's performance for the whole group. The random sampling plan includes the following information:

- a. *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance;
- b. *Lot Size* - the total number of units or services to be provided monthly;
- c. *Sample Size* - the number of units or services to be checked for a given time period; and
- d. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

6.1.5.2 The *AQL* for each sampling is taken from the PRS. The lot size is determined by how often the CONTRACTOR will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

6.1.5.3 The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1,000, with an *AQL* of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot

is considered unsatisfactory. For example, if 10 points per incident are to

be assessed, the following formula is used:

- $12\% \times 100$  (sample size) = 12%
- $12\% - 10\% = 2\%$  over the AQL
- $12\% \times 1,000$  (lot size) = 120 (# of unacceptable discrepancies)
- $120 \times 10$  (UPI points) = 1,200

6.1.5.4 When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still desire the service be properly performed prior to the next scheduled performance review.

#### **6.1.6 REMEDY OF DEFECTS**

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

#### **6.1.7 UNSATISFACTORY PERFORMANCE REMEDIES**

When the CONTRACTOR's performance does not conform with the requirements of this agreement, the COUNTY will have the option to apply the following nonperformance remedies:

6.1.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

6.1.7.2 Suspend or cancel the Agreement for systematic, deliberate misrepresentations or should the total UPI points exceed 40 points in one calendar month.

6.1.7.3 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

This section does not preclude COUNTY's right to terminate the Agreement

upon thirty (30) days written notice with or without cause, as provided for in Part VI of this Contract, Paragraph 49, Termination for Convenience of County, herein above.

**PERFORMANCE REQUIREMENT SUMMARY CHART - COMMUNITY COLLEGES CalWORKs PROGRAM**

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>Attachment A, Section 1.4</u> - Quality Control Plan.	Contractor provides QC Plan and any subsequent revisions upon CCA request.	QC Plan received by CCA on contract start date. Revised QC plans received by CCA within 10 business days of request by CCA.	0.0%	Review of plan and revised plans.	5 points per day late. 1 point per item deficient.
	Contractor maintains QC review records and provides upon CCA request.	File of QC review records maintained.	0.0%	Periodic review of records.	5 points per incident.
<u>Section VI, 6 and 12.</u> - Complies with all laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities.	Notices posted. Instances of abuse reported.	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees.  Instances of abuse reported timely.	0.0%	User complaint and/or on-site investigation.  Review of records.	5 points per incident.
<u>Attachment A, Section 1.3</u> - Key Contractor Personnel.	Provide at contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0.0%	Notification by U.S. mail, e-mail, or telephone.	5 points per day for late notification.
<u>Section V, 17.0</u> - Consideration to Hire GAIN/GROW Participants.	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by Contractor.  Provide a contact for County to refer participants.	0.0%	Periodic review of records.	5 points for each failure to comply with CCA requests.

**PERFORMANCE REQUIREMENT SUMMARY CHART - COMMUNITY COLLEGES CalWORKs PROGRAM**

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Section VI, 14 - Confidentiality.	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of agreement in contractor files. No unauthorized release of information.	0.0%	Random sample user complaint.	10 points per incident.
Section V and Attachment A, Section 5.1.6 and Section 5.4 - Prepare and send Monthly Invoices, Quarterly Reconciliation invoices, Monthly Management Reports (MMR) and any requested ad hoc report.	Timely Invoices and Reports submitted.	Accurate Monthly Invoice and MMR received by the 15 <sup>th</sup> calendar day following the report month.  Accurate Quarterly Reconciliation Invoice received by the 20 <sup>th</sup> calendar day following the end of the quarter.  Ad Hoc reports received by the request date.	0.0%	Review of Invoices and reports.	1 point per each day late.
Attachment A, 5.1 - Development Activities.	Recruit and maintain sufficient staff for ongoing services.  Ensure that staff receives all necessary training.	Maintain sufficient staff coverage in all contracted community college sites so that there is no backlog in the delivery of services.  100% of staff attends required training.	0.0%  3.0%	Participant complaints and review of MMR.  Review of training logs.	10 points for each instance.  5 points for each percentage point above the AQL.



**PERFORMANCE REQUIREMENT SUMMARY CHART - COMMUNITY COLLEGES CalWORKs PROGRAM**

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>Section V, 9.0 and Attachment A, Section 4.3 - Complaints.</u>	Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints.	<p>Submit within 15 business days after contract effective date policy on complaints.</p> <p>Provide updates to plans on a timely basis.</p> <p>Notify CCA of status on investigations within 5 days of receiving complaints.</p> <p>Provide CCA copies of all responses to complaints within 3 business days.</p>	0.0%	Periodic review of records.	5 points for each substantiated complaint.
<u>Attachment A, Sections 5.2.1 -5.2.6 - Direct Service Requirements - Service Provisions.</u>	Contractor shall provide services, including any necessary assessment, case file management and timely reporting to case managers.	Contractor shall establish an efficient intake procedure, assess/evaluate existing vocational information to ensure that appropriate instructional services, create acceptable file folders for each participant and report on a timely basis to the County failures to attend appointments.	5.0%	Site visits and review of randomly selected participant cases.	5 points per percentage point exceeding AQL.

**PERFORMANCE REQUIREMENT SUMMARY CHART - COMMUNITY COLLEGES CalWORKs PROGRAM**

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Attachment A, Section 5.2.7 - Program Requirements.	Contractor shall ensure their CC CalWORKs Program includes all required program elements.	Contractor policies shall include, at minimum, the necessary elements included in the referenced section.	0.0 %	Review of MMR and Program handbook/ written policies.	20 points for each failure to include necessary elements.

**SAMPLE CONTRACT DISCREPANCY REPORT**

**TO:** \_\_\_\_\_  
**FROM:** \_\_\_\_\_

**DATES:** Prepared: \_\_\_\_\_  
Returned by Contractor: \_\_\_\_\_  
Action Completed: \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of QAE/CCA \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACTOR'S RESPONSE (Cause and Corrective Action):**

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

\_\_\_\_\_  
Signature of Contract Manager \_\_\_\_\_ Date \_\_\_\_\_

**COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:**

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

\_\_\_\_\_  
Signature of QAE/CCA \_\_\_\_\_ Date \_\_\_\_\_

**COUNTY'S ACTIONS:** \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:** \_\_\_\_\_

\_\_\_\_\_  
CCA's Signature and Date

\_\_\_\_\_  
Contract Representative's Signature and Date

## **TECHNICAL EXHIBIT 6.2**

### **MONTHLY MANAGEMENT REPORT (MMR)**

#### **(PER STATEMENT OF WORK SECTION 5.4.2)**

CONTRACTOR will develop a Monthly Management Report format, to be agreed to by COUNTY, within ten (10) business days of Contract approval, which, at a minimum, will capture the following information. It will be submitted with CONTRACTOR's invoice by the fifteenth calendar day of each month for the prior month:

- Monthly Invoice for CONTRACTOR's payment for the report month.
- Quarterly Reconciliation Invoice for November 2002, and quarterly thereafter throughout the term of the Contract.
- Number of participants referred, number of participants that were Self-initiated Participants (SIP) and the total number served in the report month. List identifying information for each.
- Number of participants who have exited from the program during the completed quarter.
- Recommendations, suggestions, or comments for improving services/processes.

**ATTACHMENT B**

**SAMPLE BUDGET**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_  
 CONTRACT PERIOD: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

**ADMINISTRATIVE COSTS:**

**DIRECT COSTS**

**Salaries & Benefits (See Personnel Schedule)** Total Cost

**Case Management/Administrative Staff:**

Salaries \$ \_\_\_\_\_  
 Fringe Benefits \$ \_\_\_\_\_

**Personnel Subtotal** \$ \_\_\_\_\_

<b>OPERATION COSTS (1)</b>	<b><u>Monthly Cost</u></b>	<b><u>Yearly Cost</u></b>
Equipment	_____	_____
Supplies	_____	_____
Mileage (rate per mile x estimated mileage)	_____	_____
Computer, Printer & Software (2)	_____	_____
Printing	_____	_____
Provider Training	_____	_____
Rent	_____	_____
Utilities	_____	_____
Telephones	_____	_____
Other (must be itemized)	_____	_____
<b>Operating Costs - Subtotal</b>	\$ _____	\$ _____

**INDIRECT COSTS (List all appropriate)**  
 (% of Personnel Salaries. See Personnel Schedule) **Percentage** **Yearly Cost**

**Indirect Cost - Subtotal** \_\_\_\_\_

**Total Administrative Cost** \$ \_\_\_\_\_

**DIRECT SERVICES COSTS:**

**DIRECT SERVICES**  
 Type of Service caseload multiplied by cost per case \$ \_\_\_\_\_

**Grand Total Contract Cost** \$ \_\_\_\_\_

**Footnotes:**

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs costs.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

**PERSONNEL SCHEDULE**

CONTRACTOR: \_\_\_\_\_  
 CONTRACT PERIOD: \_\_\_\_\_  
 FISCAL YEAR: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
<b>Total Salaries:</b>					<b>\$ -</b>	<b>\$ -</b>

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	(5)	TOTAL
Health Plan (3)							\$0
Dental Plan							\$0
Retirement							\$0
SUI							\$0
Social Security							\$0
Worker's Compensation							\$0
Long-Term Disability							\$0
Holidays							\$0
Sick Leave							\$0
Vacation							\$0
Life Insurance							\$0
Fringe Benefits per Classification							\$0
<b>Fringe Benefit Subtotal</b>							\$0
<b>Total # of Positions by Classification</b>							\$0
<b>Total Fringe Benefits (4):</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0</b>

Footnotes:

- (1) Annual Year is Fiscal Year.
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan.
- (4) Fringe Benefits Subtotal per Classification x number of position.
- (5) Change the column heading to the name of the position and provide benefit information for that position.

**INVITATION FOR BID/REQUEST FOR PROPOSALS/  
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of services to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (4) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

\_\_\_\_\_  
Typed Name and Title of Signer

\_\_\_\_\_  
Signature Date

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

**GENERAL INFORMATION**

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

**ACKNOWLEDGMENT OF EMPLOYER**

*! I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.*

*! I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*

*! I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*

*! I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.*

\_\_\_\_\_ **(Initial and date)**

**CONFIDENTIALITY AGREEMENT**

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



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

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

*! I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between \_\_\_\_\_ and the County of Los Angeles.*

*! I agree to forward all requests for the release of information received by me to my immediate supervisor.*

*! I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*

*! I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*

*! I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

\_\_\_\_\_ **(Initial and Date)**

**CONFLICT OF INTEREST POLICY**

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

These are some of the programs that are administered by DPSS:

- § California Work Opportunity and Responsibility for Kids (CalWORKs)
- § Los Angeles County General Relief Program (GR)
- § California Medi-Cal Program (Medi-Cal)
- § Food Stamps Program (FS)
- § Social Services to Adults, Children, and Families
- § Supervision of Children Placed in Foster Care
- § Cuban/Haitian Entrant Program (CHEP)
- § Refugee Resettlement Program (RRP)
- § Special Circumstances (SC)
- § Repatriate Program (Repat)

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

**CONFLICT OF INTEREST POLICY (Cont.)**

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

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

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

Name: \_\_\_\_\_  
(Contractor Employee's Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print Contractor Employee's Name)

Social Security Number: \_\_\_\_\_

Working Title: \_\_\_\_\_

Original: Contractor  
Copy: Contractor Employee

**BIDDER'S/OFFEROR'S EEO CERTIFICATION**

Bidder's/Offeror's Name \_\_\_\_\_

Address \_\_\_\_\_

Internal Revenue Service Employer Identification Number \_\_\_\_\_

**GENERAL**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER'S/OFFEROR'S CERTIFICATION**

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

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Signature Date

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**

Bidder's/Offeror's Name \_\_\_\_\_

Address \_\_\_\_\_

Internal Revenue Service Employer Identification Number \_\_\_\_\_

**GENERAL**

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964, Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER'S/OFFEROR'S CERTIFICATION**

**(circle one)**

- 1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. Yes No
- 2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. Yes No
- 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. Yes No

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Signature Date

Community College CalWORKs Program
MONTHLY INVOICE

REPORT MONTH: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Vendor Name/Address: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Vendor Taxpayer ID #: \_\_\_\_\_

ADMINISTRATIVE COST
DIRECT AND INDIRECT COSTS

Table with 5 columns: PERSONNEL (List all positions requested), No. of Positions, Monthly Salary, Time Allocated, Total. Includes Total Salaries row.

Table for FRINGE/EMPLOYEE BENEFITS: (List all benefits) with columns for Monthly Fringe/Benefits. Includes Total Fringe/Employee Benefits and TOTAL PERSONNEL /BENEFITS COSTS rows.

Table for ADMIN/SUPPORT SERVICES EXPENSES: (List all applicable expenses) with columns for No. of Items, Unit Cost, Monthly Cost. Includes TOTAL OPERATING COSTS row.

TOTAL ADMINISTRATIVE UNIT - DIRECT COSTS: \$ \_\_\_\_\_

Approved Indirect Cost Rate: 8% (refer to Section 2.2 paragraph 2.2.2) \$ \_\_\_\_\_

GRAND TOTAL ADMIN. UNIT AND INDIRECT COSTS: \$ \_\_\_\_\_

TOTAL INVOICE AMOUNT FOR CURRENT MONTH: \$ \_\_\_\_\_

Community College CalWORKs Program  
QUARTERLY RECONCILIATION  
REPORT FOR QUARTER ENDING: \_\_\_\_\_

Invoice No.: \_\_\_\_\_ Contractor Name: \_\_\_\_\_

Invoice Date: \_\_\_\_\_ Contractor Address: \_\_\_\_\_

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

Tel. No.: \_\_\_\_\_

SSN/Taxpayer ID: \_\_\_\_\_

\_\_\_\_\_

**Part A - Monthly**

Program Monthly Contract Costs \$ \_\_\_\_\_

\_\_\_\_\_

**Part B - Reconciliation**

Actual Monthly Costs \$ \_\_\_\_\_

Invoiced and Paid \$ \_\_\_\_\_

Underpayment/Overpayment for Period of \_\_\_\_\_ \$ \_\_\_\_\_  
(Date)

Total to be paid/adjusted \$ \_\_\_\_\_

Advance Repaid to Date \$ \_\_\_\_\_

Advance Balance \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR's Authorizing Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Contract Manager's Signature

\_\_\_\_\_  
Date

Community College CalWORKs Program  
**QUARTERLY RECONCILIATION REPORT**  
**FOR QUARTER ENDING \_\_\_\_\_**

<u>JOB CLASSIFICATION</u>	<u>SALARIES</u>	<u>FRINGE BENEFITS</u>	<u>QTR COSTS</u>	<u>YTD COSTS</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____

**Total Salaries and Fringe Benefits:**  
 \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**OTHER EXPENDITURES:**

<u>LINE ITEM</u>	<u>QUARTER COSTS</u>	<u>YEAR-TO-DATE COSTS</u>
General & Site Supplies/Equipment	\$ _____	\$ _____
In service Training	\$ _____	\$ _____
Transportation: Mileage Reimbursement	\$ _____	\$ _____
Evaluation	\$ _____	\$ _____
Subcontracts	\$ _____	\$ _____
Utilities	\$ _____	\$ _____
Other	\$ _____	\$ _____

**Total Other Expenditures:** \$ \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL QUARTER EXPENDITURES:** \$ \_\_\_\_\_ \$ \_\_\_\_\_

**OTHER FISCAL ACTIVITIES**

Explain other changes, e.g., personnel change (vacant position, staff leave of absence, addition/deletion of staff, etc.), reallocation of line item expenditures, etc.:

**INTERNAL REVENUE SERVICE  
EARNED INCOME CREDIT NOTICE**