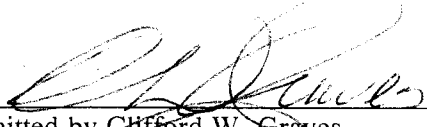


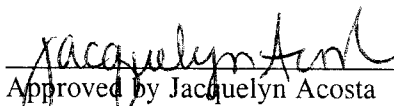


# City of Carson Report to Mayor and City Council

August 6, 2013  
New Business Consent

**SUBJECT: CONSIDERATION OF AGREEMENTS FOR WORKFORCE DEVELOPMENT**

  
Submitted by Clifford W. Graves  
Director of Community Development

  
Approved by Jacquelyn Acosta  
Acting City Manager

## **I. SUMMARY**

The Carson Career Center is part of the South Bay Workforce Investment Board (WIB). The attached amendment (Exhibit No. 1) presents the funding levels and target enrollments for adult and youth Workforce Investment Act (WIA) programs. The other agreement covers the County's summer youth program (Exhibit No. 2). The WIB is administered by the city of Inglewood.

## **II. RECOMMENDATION**

TAKE the following actions:

1. APPROVE the agreements with the City of Inglewood.
2. AUTHORIZE the Mayor to execute the amendment following approval as to form by the City Attorney.

## **III. ALTERNATIVES**

1. DO NOT APPROVE the agreement. Should the City Council choose this alternative, the City will not receive WIA funds.
2. TAKE another action the City Council deems appropriate.

## **IV. BACKGROUND**

Each year, the City of Carson approves an agreement with the WIB to provide workforce development programs to help job seekers with workplace skills, education, interviewing, resume preparation, job search and related issues. While the Career Center is available to anyone, intensive services are available only to those Carson residents meeting the criteria for each program. Another round of the Transitional Subsidized Employment (TSE) program started in July. Carson has been very successful in this program. The WIB recently notified the City that a larger round of allocations will be made in the fall.

The funds from WIA are the primary resource to pay for Carson Career Center operations. The City may receive other funds later in the year as other programs are added, as has occurred every year since the partnership with the WIB began in 2007. The federal sequestration split what had been an annual allocation. One

part is for July-September and one for October-June. This makes comparison with last year somewhat confusing:

**CITY OF CARSON BUDGET SUMMARY PROGRAM YEAR 2013-14**  
(Net combining the July-September and October-June agreements)

<u>Grant Descriptions</u>	<u>Staff &amp; Operating Costs</u>	<u>Participant Costs</u>	<u>2013/14 Allocation</u>	<u>2012/13 Allocation</u>
<i>WIA Adult Program</i>	\$169,908.00	\$66,075.00	\$235,983.00	\$240,740.00
<i>WIA Youth Program</i>	\$170,018.00	\$72,865.00	\$242,883.00	\$237,848.00
<i>LA Co. Summer Youth</i>	\$5,476.00	\$27,357.00	\$32,833.00	N/A
<i>New Funding Amounts</i>	\$339,926.00	\$138,939.90	\$511,699.00	\$478,588.00

**CONTRACTOR'S (CARSON'S) PERFORMANCE MEASURES (STATE ASSIGNED)**

<b>Adults</b>	<b>Performance Measures</b>
Entered Employment Rate	99.9%
Employment Retention Rate	96.4%
Earnings Replacement Rate	\$12,225.00
<b>Dislocated Workers</b>	<b>Performance Measures</b>
Entered Employment Rate	99.9%
Employment Retention Rate	99.9%
Earnings Replacement Rate	\$19,346.00
<b>Youth</b>	<b>Performance Measures</b>
Entered Employment or Education	88.1%
Attained Degree or Certificate	98.8%
Literacy and Numeracy	43.6%

The WIB and City staff agree that these performance measures are unreasonable. Carson would have to enroll well over the required number of people to reach them. The state responds that the WIB has done so well that it can go even higher. The WIB is working to have the measures adjusted to reasonable levels.

The enrollment goals for the year are 30 adults and 38 youths ages 14-21. Staff anticipates meeting these goals easily.

In May, the City Council approved a 100 person summer youth program from the General Fund. The Career Center is also managing a county-funded program for 28 young people (nine more than last year). The County program provides \$5,476.00 for administration. The County Department of Children & Family Services and Probation Department have ongoing programs that generate revenues outside of WIA grants. The income numbers for these programs are not yet available.

**V. FISCAL IMPACT**

The total Career Center cost is approximately \$594,000.00 for this year, of which about \$429,000.00 goes to salaries and other expenses. After the WIA grants, the maximum impact to the general fund is approximately \$100,000.00. However, carryover from last year, rent paid by partner agencies and added grants noted above will reduce or eliminate that impact. The exact figure will be determined when last year's reimbursements are completed.

**VI. EXHIBITS**

1. Agreement for WIA youth and adult programs. (pgs. 4-8)
2. Agreement for Summer Youth Work Experience Program. (pgs. 9-51)

Prepared by: Barry Waite, Business and Employment Development Manager

TO: Rev06-19-2013

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services

**Action taken by City Council**

Date \_\_\_\_\_ Action \_\_\_\_\_

**SOUTH BAY WORKFORCE INVESTMENT AREA FUNDING AGREEMENT AMENDMENT NO. 4  
TO AGREEMENT NO. 10--H1327 BETWEEN THE SOUTH BAY WORKFORCE INVESTMENT  
BOARD, INC. ON BEHALF OF THE CITY OF INGLEWOOD AND THE CITY OF CARSON**

THIS Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the South Bay Workforce Investment Board, Inc., a non-profit public benefit corporation, acting on behalf of the City of Inglewood ("City") and the **City of Carson**, a municipal corporation, hereinafter referred to as **Contractor** with its principal place of business located at **701 E. Carson St., Carson, CA 90745.**

WHEREAS, on September 30, 2010, the SBWIB, Inc. and Contractor previously entered into Agreement No. 10-H1327 in order to provide Workforce Investment Act (WIA) employment and training services to eligible participants; and,

WHEREAS, the SBWIB, Inc. is receiving federal funds from the State of California for the purpose of providing employment and training services to adults, dislocated workers and youth; and,

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

WHEREAS, the parties are interested in amending Agreement No. 10-H1327, to provide said services to eligible participants in accordance with the terms and conditions set forth below;

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

1. **Section II, Compensation, Paragraph A**, is amended to read, "In addition to any other monies authorized to be expended under Agreement No. 10-H1327 and any prior amendments, if applicable, thereto, the SBWIB, Inc. shall reimburse Contractor for the sum of **\$478,866** to including training services. The parties agree that in no case will the total amount of expenditures under this Agreement exceed the sum of **\$478,866**. Funding under this Amendment will be made to the Contractor in two separate allocations and is contingent upon the availability of funds by EDD,

performance and need. The first allocation of fund is available in the amount of **\$248,855**, with a beginning date of July 1, 2013. The second allocation of funding will be available in the amount of **\$230,011** beginning October 1, 2013”.

2. **Exhibit B4, City of Carson Budget Summary PY 2013-14**, [attached hereto and incorporated herein by this reference] is added and replaces **Exhibit B3, City of Carson Budget Summary PY 2012-13**.

4. **Exhibit C.3, Contractor Performance Goals** [attached hereto and incorporated herein by this reference] is added and **Exhibit C.2, Contractor Performance Goals** is voided.

Except as otherwise specifically amended herein, all terms and conditions contained in the original Agreement as amended shall remain in full force and effect.

Unless as otherwise specifically amended herein, all terms and conditions contained in the original Agreement No. 10-H1327 as previously amended, will remain in full force and effect.

//

//

//

//

//

//

//

//

//

//

//

//

//



IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement  
No. 10-H1327 on the date and year above written.

By: CITY OF CARSON

Signature: \_\_\_\_\_

Name: Jim Dear

Title: Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

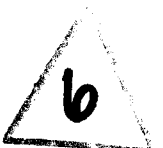
\_\_\_\_\_  
City Attorney

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

\_\_\_\_\_  
Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Jack Ballas, Attorney-at-Law



**CITY OF CARSON BUDGET SUMMARY \*PY 2013-14**  
**FIRST FUNDING ALLOCATION-JULY TO SEPTEMBER**

<u>Grant Descriptions</u>	<u>Staff &amp; Operating Cost</u>	<u>Training Cost</u>
WIA Adult Program	\$ 5,973	\$0
WIA Youth Program	\$242,883	
	<b>\$248,855</b>	<b>\$0</b>

**\*New Funding Amount                      \$ 248,855**

\* All other WIA PY 12-13 remaining funds will be invoiced separately from current funding amount of **\$248,855**

**SECOND FUNDING ALLOCATION-OCTOBER TO JUNE**

<u>Grant Descriptions</u>	<u>Staff &amp; Operating Cost</u>	<u>Training Cost</u>
WIA Adult Program	\$163,935	\$66, 075

<b>PARTICIPANT ENROLLMENT PLAN PY 2013-14</b>	
<b>WIA Program</b>	<b>Enrollment Plan</b>
<b>Adult</b>	<b>30</b>
<b>*Youth</b>	<b>38</b>

70 % of youth funds must be expended on in- school youth and 30% must be expended on out-of- school Youth program activities.

**Adult Cumulative Enrollment Plan by Quarter**

<b>09/13</b>	<b>12/13</b>	<b>03/14</b>	<b>06/14</b>
<b>10</b>	<b>20</b>	<b>30</b>	<b>30</b>

**Adult Participant Cost- \$ 7866**

**Youth Cumulative Enrollment Plan by Quarter**

<b>09/13</b>	<b>12/13</b>	<b>03/14</b>	<b>06/14</b>
<b>13</b>	<b>26</b>	<b>38</b>	<b>38</b>

**Youth Participant Cost- \$ 6392**



**CONTRACTOR'S PERFORMANCE GOALS**

<b>Adults</b>	<b>Performance Goals</b>
Entered Employment Rate	99.9%%
Employment Retention Rate	96.4%%
Earnings Replacement Rate	\$12,225

<b>Dislocated Workers</b>	<b>Performance Goals</b>
Entered Employment Rate	99.9%
Employment Retention Rate	99.9%
Earnings Replacement Rate	\$19,346

<b>Youth</b>	<b>Performance Standards</b>
Entered Employment or Education	88.1%
Attained Degree or Certificate	98.8%
Literacy and Numeracy	43.6%

Performance Goals for PY 2013-14 have been issued in draft form by the Employment Development Department (EDD) We have requested to re-negotiate the above Performance Goals; therefore the above measures are subject to change.





**SUMMER YOUTH WORK EXPERIENCE PROGRAM (SYWEP) AGREEMENT NO. 13-W260  
BETWEEN THE SOUTH BAY WORKFORCE INVESTMENT BOARD, INC. AND  
THE CITY OF CARSON**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the **South Bay Workforce Investment Board, Inc.**, (SBWIB, Inc.) a non-profit public benefit corporation, on behalf of the City of Inglewood (City), hereinafter referred to as "SBWIB, Inc.", and the **City of Carson**, a municipal corporation, hereinafter, referred to as "Sub-Sub-Contractor" with its principal place of business located at **701 E. Carson St., Carson, CA 90745.**

WHEREAS, the City of Inglewood has delegated its rights, duties and responsibilities to the SBWIB, Inc. which is authorized to act for purposes the this Agreement; and

WHEREAS, on March 20, 2013 the Los Angeles County Chief Executive Officer (CEO) approved funding for Program Year 2013 Summer Youth Work Experience Program (SYWEP) to provide paid work experience to Disconnected Youth, which may include, but are not limited to: California Work Opportunities and Responsible to Kids (CalWORKS), Foster, Probation, Homeless, General Relief and low income Youth.

WHEREAS, the SBWIB, Inc. has received an allocation from the County of Los Angeles to administer the SYWEP; and

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

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

**I-- SUB-CONTRACTOR REQUIREMENTS/RESPONSIBILITIES**

Sub-Contractor shall be required to provide Youth Employment Program's services set forth in the Exhibits listed below, attached hereto and incorporated herein by this reference:

**Exhibit A-- Summer Youth Work Experience Program (SYWEP) Statement of Work**  
**Exhibit A1-- Funding and Enrollments Chart**

**Exhibit B – Summer Employment Program Budget Summary Forms**  
**Exhibit C - Consultants**

Further Responsibilities.

Sub-Contractor shall:

1. Provide services funded under this Agreement only to individuals determined eligible under SYWEP guidelines as designated by the County of Los Angeles/SBWIB, Inc.
2. Provide facilities, which are adequate to fulfill the requirements of this contract.
3. Provide services as described in Exhibit "A". Statement of Work,.
4. Sub-Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. 451 et. Seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.

**II- - COMPENSATION**

A. The parties agree that this is a cost reimbursement agreement. During the term of this Agreement, SBWIB, Inc. shall compensate Sub-Contractor for supplying the services set forth in Exhibit A, Summer Youth Work Experience Program, Statement of Work, and any addenda thereto

B. The Sub-Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Sub-Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Sub-Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the SBWIB, Inc.'s express prior written approval.

C. The total amount payable under the term of this Agreement is **THIRTY-TWO THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS (\$32,833)**, as described in Exhibit A1, Funding Allocation and Enrollment Chart.

D. Sub-Contractor shall have no claim against the SBWIB, Inc. for payment of any

money or reimbursement, of any kind whatsoever, for any service provided by Sub-Contractor after the expiration or other termination of this Agreement. Should Sub-Contractor receive any such payment, Sub-Contractor shall immediately notify SBWIB, Inc. and shall immediately repay all such funds to SBWIB, Inc. Payment by SBWIB, Inc. for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the SBWIB, Inc.'s right to recover such payment from Sub-Contractor. This provision shall survive the expiration or other termination of this Agreement.

E. Sub-Contractor shall make no additional claims for costs, charges, or fees, nor shall Sub-Contractor receive additional payment or any form of reimbursement from the SBWIB, Inc., individual participants or any other party, other than as specifically detailed in this Agreement.

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

1. The acceptance by the SBWIB, Inc. of the performance of the Sub-Contractor under the terms of this Agreement.

2. This Agreement is funded solely under the County of Los Angeles. In the event the program is canceled or funds to the SBWIB, Inc., are terminated, this Agreement will likewise terminate. Sub-Contractor shall have no recourse to any other SBWIB, Inc.'s funds.

3. Sub-Contractor and SBWIB, Inc. hereby agree that payment will be by SBWIB, Inc. draft within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary SBWIB, Inc. business, whichever occurs first.

4. Payments to the Sub-Contractor may be withheld by the SBWIB, Inc. if the Sub-Contractor fails to comply with the provisions of this Agreement.

5. Sub-Contractor shall be responsible to repay any disallowed costs as determined by the County, SBWIB, Inc., or its agent, the State or the Department of Labor.

G. Sub-Contractor shall prepare and submit to SBWIB, Inc., a budget, for the work to be performed by Sub-Contractor under this Agreement, hereinafter referred to as "Budget". This



Budget is attached hereto and incorporated by reference herein as Exhibit B, Summer Employment Program Budget Summary Forms and any addenda thereto. Sub-Contractor represents and warrants that the Budget is true and correct in all respects, and service shall be delivered hereunder in accordance with the Budget.

### **III -- INVOICES AND PAYMENTS**

Sub-Contractor shall invoice SBWIB, Inc. only for providing the tasks, deliverables, goods services, and other work specified in Exhibit A, SYWEP Statement of Work and elsewhere hereunder. Sub-Contractor shall prepare invoices, which shall include the charges owed to Sub-Contractor by SBWIB, Inc. under the terms of this Agreement. Sub-Contractor's payments shall be as provided in Exhibit B, SYWEP Budget Summary Forms.

Sub-Contractor shall submit monthly invoice to SBWIB, Inc. no later than the 5<sup>th</sup> calendar day of the month following of service (i.e., billing month), an invoice in arrears for services rendered in the previous month. In the event that the 5<sup>th</sup> calendar day falls on SBWIB, Inc.'s off Friday, or a Saturday or Sunday or national holiday, Sub-Contractor shall submit the invoice by the following business day. SBWIB, Inc., reserves the right to modify the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines. Any invoices submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Notwithstanding any other provision of this Agreement, Sub-Contractor and SBWIB, Inc., agree that SBWIB, Inc., shall have no obligations whatsoever to pay any past due invoices which are submitted more than 30 days after the last day of the month in which the services were rendered. The SBWIB, Inc., may, in its sole discretion, pay some or all of a past due invoice which Sub-Contractor has submitted, provided that sufficient funds remain available under this Agreement. These same time frames shall also apply to the submission of Sub-Contractor's final invoice.

### **IV -- TERM OF AGREEMENT**

The term of this Agreement shall be from **July 1, 2013 to June 30, 2014**. The parties may extend this Agreement for one (1) year upon the same terms and conditions as are set forth in this

Agreement. Any such extension shall be in writing, signed by an authorized representative of each party, and entered into prior to the expiration of this Agreement.

## **V -- MODIFICATIONS/AMENDMENTS**

This contract fully expresses the agreement of the parties. Any modifications or amendment of the terms of this contract must be by means of a separate written document approved by the SBWIB, Inc. No oral conversation between any officer or employee of the parties shall modify this Agreement in any way.

## **VI -- ASSIGNMENTS AND SUB-CONTRACTORS**

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

B. Sub-Contractor's request to the SBWIB, Inc. for approval to enter into a subcontract shall include:

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

C. In the event the SBWIB, Inc. consents to subcontracting, all applicable provisions and requirements of this Agreement shall be made applicable to such subcontract. To accomplish this requirement, the Sub-Contractor shall include in all subcontracts the following provision:

"This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations



and warranties under this subcontract shall inure to the benefit of the County of Los Angeles.”

D. All subcontracts shall be made in the name of the Sub-Contractor and shall not bind nor purport to bind the SBWIB, Inc. or the County of Los Angeles. The making of subcontracts hereunder shall not relieve the Sub-Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of the Sub-Contractor and any Sub-Contractor. Approval of the provisions of any subcontract by the SBWIB, Inc. shall not be construed to constitute a determination of allowable cost(s) under this Agreement.

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

F. The Sub-Contractor shall be solely liable and responsible for any and all payments and other compensation for all Sub-Contractors and the SBWIB, Inc. shall have no liability or responsibility with respect thereto.

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

H. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or agreements. Procurement of Sub-Contractors and/or vendor services must be in compliance with appropriate SBWIB, Inc., County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

## **VII -- INSURANCE**

### **A. General Liability Insurance**

Sub-Contractor shall provide and maintain at its own expense general liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming, City of Inglewood/ SBWIB, Inc., its Elected Officials, Officers, Agents, and Employee (collectively City of Inglewood/SBWIB and its Agents) and the County Los Angeles, its Special Districts, Elected

Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) as an additional insured, with limits of not less than:

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

B. Automobile Liability Insurance

Sub-Contractor shall provide and maintain at its own expense automobile liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Sub-Contractor's use of auto pursuant to this Agreement, including owned, leased, hired, and/or non-owned auto, as each may be applicable.

C. Workers' Compensation and Employer's Liability

Sub-Contractor shall provide workers' compensation and employer's liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. 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

D. Sexual Misconduct Liability:

Sub-Contractor shall provide and maintain at its own expense sexual misconduct liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$ 2million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Crime Coverage:

A Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by SBWIB, Inc., to Sub-Contractor and apply to all of Sub-Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The City of Inglewood/SBWIB, Inc., and its Agents and the County and its Agents shall be named as an Additional Insured and Loss Payee as its interest may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

F. Property Coverage:

Sub-Contractors given exclusive use of County-owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The City of Inglewood/SBWIB, Inc., and its Agents and the County and its Agents shall be named as an Additional Insured and Loss Payee on Sub-Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

E. Certificates of Insurance

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

1. The City of Inglewood/SBWIB, Inc., and its Agents and the County and its Agents shall be named as additional insured per an endorsement.
2. Insurance shall not be canceled or terminated without thirty (30) days written



notice to SBWIB, Inc.

3. Insurance shall be primary and any insurance held by SBWIB, Inc. for its own protection shall be excess and shall be effective only upon exhaustion of Sub-Contractor's insurance.

4. Insurance shall be maintained for the duration of this Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in Section III.

F. Self-Insurance

Notwithstanding the insurance required above, SBWIB, Inc., at its own option, may accept as an equivalent for any such coverage, evidence of an on-going program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirements herein contained, shall be subject to approval by the Attorney of the SBWIB, Inc.

**VIII -- HOLD HARMLESS**

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

The City of Inglewood/SBWIB, Inc., its officers, employees, and agents by this Agreement shall not assume any liability nor shall they be liable for the negligent or wrongful acts or omissions or for any indebtedness or obligations of Sub-Contractor or any of its officers, employees, Sub-

Contractors, agents or representatives thereof attributable to the services required to be performed or caused by the disbursement and use of SYWEPS' funds by Sub-Contractor under this Agreement.

#### **IX -- OCCUPATIONAL SAFETY AND HEALTH ACT**

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

#### **X -- COMPLIANCE WITH LAWS**

Sub-Contractor certifies and agrees that it will fully comply with all applicable requirements of the California Department of Social Services, all regulations, rules and policies issued pursuant to the enabling statute(s), and applicable ordinances, rules, policies, directives, and procedures adopted by the SBWIB, Inc. for which the Sub-Contractor is provided actual or constructive notice. The SBWIB, Inc. reserves the right to review the Sub-Contractor's procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. The Sub-Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The Sub-Contractor shall indemnify and hold the SBWIB, Inc. harmless from any loss, damage or liability resulting from a violation by the Sub-Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

The Sub-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: California Welfare

& Institutions Code (WIC) ; California Department of Social Services (CDSS) Manual of Policies and Procedures; Social Security Act; State Energy and Efficiency Plan (Title 254, California Administrative Code); Clean Air Act (Section 306, 42 USC 1857 (h)); Clean Water Act (Section 508, 33 USC 1368); Equal Employment Opportunity (EEO) (Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60) and Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

## **XI--CRIMINAL CLEARANCES**

A. For the safety and welfare of the people served under this Agreement, Sub-Contractor agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent Sub-Contractor, volunteers or Sub-Contractor who may come in contact with people in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

B. Sub-Contractor shall immediately notify SBWIB, Inc. of any arrest and/or subsequent conviction, other than for minor traffic offense, of any employee, independent Sub-Contractor, volunteer staff or Sub-Contractor who may come in contact with children while providing services under this Agreement when such information becomes known Sub-Contractor.

C. Sub-Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

D. All Sub-Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of SBWIB, Inc./County, a background investigation as a condition of beginning and continuing to work under this Agreement. SBWIB, Inc./County shall use its discretion in determining the method of background clearance to be used, which may include but is

not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Sub-Contractor, regardless if the Sub-Contractor's staff passes or fails the background clearance investigation.

E. At any time prior to or during term of this Agreement, the SBWIB, Inc./County may require that all Sub-Contractor's staff performing work under this Agreement undergo and pass, to the satisfaction of SBWIB, Inc./County, a background investigation, as a condition of beginning and continuing to work under this Agreement. SBWIB, Inc./County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Sub-Contractor, regardless if the Sub-Contractor's staff passes or fails the background clearance investigation.

## **XII- RECORDS**

### **A. Records**

Sub-Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with Generally Accepted Accounting Principles. Contractor shall so maintain accurate and complete employment and other records relating to its performance and of this Agreement.

### **B. Retention**

Sub-Contractor agrees that SBWIB, Inc., or its authorized representatives, County or its authorized representatives, the State of California, or its authorized representatives, and the Federal government, or its authorized representatives, shall have access to and the right to seize, examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Agreement, including but not limited to, all time cards and other employment records and confidential information, shall be kept and maintained by Sub-Contractor and shall be made available to SBWIB, Inc., County, State, or Federal authorities, during

the term of this Agreement and for a period of five years after the expiration of the term of this Agreement or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period any litigation, claim, financial management, review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

C. Location

The Sub-Contractor shall inform the SBWIB, Inc., in writing of the exact location of where all material as noted in paragraph A will be retained within thirty (30) days of the beginning date of this Agreement. Any transfers of material relating to this Agreement, beyond the boundaries of the County of Los Angeles shall require prior written approval by the SBWIB, Inc.. If this Agreement ceases operations prior to five (5) years from the beginning date of this Agreement or before all litigation, audits and claims have been resolved, the Sub-Contractor shall provide the name, address, and telephone number of the Sub-Contractor's representative plus an inventory of said material to the SBWIB, Inc.

### **XIII--REPORTING REQUIREMENTS**

A. General Reporting

At such times and in such forms as the SBWIB, Inc. may require, there shall be furnished to the SBWIB, Inc. such records, reports, data and information pertaining to matters covered by this Agreement.

B. Summer Employment Program Monthly Invoice and Close-Out

1. On or before five (5) working days of each month, Sub-Contractor shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., a complete and accurate monthly SEPs' invoice, including allowable accruals. Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the closeout of the grant within the contracted period. Any other costs not included will be considered disallowed.

2. Within twenty-one (21) days following the termination of this Agreement, Sub-Contractor shall submit to the SBWIB, Inc. a preliminary report of expenditures. Within forty (40) days following the termination of this Agreement, Sub-Contractor shall submit to the SBWIB, Inc., on forms provided by the SBWIB, Inc., complete and accurate final close-out invoice including allowable accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out.

3. In the event Sub-Contractor does not submit a final close-out within the prescribed time frame, the SBWIB, Inc. reserves the right to unilaterally close-out this Agreement and use the invoice on file at the SBWIB, Inc. for determination of Sub-Contractor's final allowable expenditures. The SBWIB, Inc. will not reimburse the Sub-Contractor for any expenditures reported after the twenty-one ( 21) days close-out date following termination of this Agreement. The SBWIB, Inc. shall provide to the Sub-Contractor close-out forms at least thirty (30) days prior to termination of Agreement.

C. Summer Employment Program Reporting

1. Sub-Contractor shall utilize the Youth Employment Program Web-Based Application system for tracking applicants, enrollments, and all other data requirements specific to this program. Sub-Contractor shall complete and return to SBWIB, Inc., the County of Los Angeles Agreement for Acceptable use and Confidentiality of County's Information Technology Assets, Computers, Networks, System and Data Form, as well as the Confidentiality Agreement form prior to beginning work on the SEP agreement.

2. Sub-Contractor must ensure that all participant information is entered at the point of participant entry and maintained accordingly within 5 business days. County will utilizes this system to automatically create and maintain reports.

**XIV -- INVENTIONS, PATENTS AND COPYRIGHTS**

A. Reporting Procedure

If any project produces patentable items, patent rights, processes, or inventions in the course of work under a DOL grant or agreement, the Sub-Contractor shall report the fact promptly and fully to the SBWIB, Inc.. The SBWIB, Inc. shall report the fact to the Grant Officer, at DOL. Unless there is a prior Agreement between SBWIB, Inc. and the DOL and its representative on these matters, the DOL determine whether to seek protection on the invention or discover, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 CFR 16889).

B. Copyright Policy

Unless otherwise provided in the terms of the grant or Agreement, when copyrightable material is developed in the course of or under a DOL grant or Agreement, the author and the SBWIB, Inc. which developed the work is free to copyright material or to permit others to do so. The SBWIB, Inc. shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material.

The U.S. Department of Labor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under any grant, subgrant, or agreement under a grantor subgrant; and,

1. Any right of copyright to which a grantee, subgrantee or a Sub-Contractor purchases ownership with grant support.
2. Sub-Contractor shall comply with the requirements of 29 CFR Part 97.34.

C. Rights to Data

The U.S. Department of Labor and the SBWIB, Inc. shall have unlimited rights to any data first produced or delivered under this Agreement. Sub-Contractor shall comply with the

provisions of 29 CFR, Part 97.34.

## **XV -- CONFIDENTIALITY REQUIREMENTS**

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

### **B. Confidentiality of State/County Records**

Confidential information pertains to any data that identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Sub-Contractor agrees to:

1. Keep all information furnished by State/County agencies strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Agreement. Instruct all employees with State/County information access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure found in



section 1798.55 of the Civil Code; section 502 of the Penal Code; section 2111 of the Unemployment Insurance Code; section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.

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

#### **XVI --CERTIFICATIONS**

A. Debarment and Suspension Certification: By signing this Agreement, the Sub-Contractor hereby certifies under penalty of perjury under the laws of the State of California the Sub-Contractor will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR part 98, Section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State or local) with commission of any of the offenses enumerated in

paragraph 2 of this certification;

4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

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

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

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the Sub-Contractor shall complete and submit Standard Form - LLL (exhibit 1), "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Nepotism: The Sub-Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Agreement if a member of the person=s immediate family is employed in an administrative capacity by the Sub-Contractor. For the purpose of this Agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Sub-Contractor. The term administrative capacity" means persons who have overall administrative

responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

4. Drug Free Workplace Compliance: The Sub-Contractor hereby warrants and certifies

that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein.

5. Nondiscrimination and Affirmative Action: The Sub-Contractor hereby certifies that it shall not discriminate against any employee or applicant for employment because of race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. The Sub-Contractor will take affirmative action to assure that applicants are employed, and that employees are treated equally during their employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

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

## **XVII -- FISCAL ACCOUNTABILITY**

Sub-Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIA fund accountability are properly charged and recorded by administrative, direct-training, and training-related services cost categories to permit the preparation of accurate and supportable financial reports.

## **XVIII -- NOTICES**

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

South Bay Workforce Investment Board, Inc.  
11539 S. Hawthorne Blvd, 5th Floor  
Hawthorne, CA 90250  
Attn: Jan Vogel

City of Carson  
701 E. Carson St.  
Carson, CA 9045  
Attn: Clifford Graves

## **XIX-- PROGRAM INCOME FOR NON-PROFIT AND PUBLIC AGENCIES**

Program income is earned through the activities funded by this Agreement. For further definition of program income and requirements for its use, Sub-Contractors are referred to WIA section 195(7)(A)(B)(i)(ii) and 20 CFR Section 667.300 which is herein incorporated by reference.

Any program income must be reported to the SBWIB, Inc. on the expenditure report, and must be returned to the SBWIB, Inc. in accordance with the SBWIB, Inc.'s written direction to the Sub-Contractor. At the SBWIB, Inc.'s discretion, program income may be used to augment the Sub-Contractor's SEP. Such use of program income is permitted only by written amendment to this Agreement. Should such use of program income must be approved, Sub-Contractor shall

maintain records in support of all earnings and expenditures relating to the use of those funds in accordance with record retention and audit requirements. The SBWIB, Inc. shall monitor Sub-Contractor's compliance with all program income requirements.

## **XX --AUDITS AND INSPECTIONS**

Sub-Contractor shall comply with audit requirements as identified in respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, County and local policies and regulations. Sub-Contractor shall be responsible for determining whether it is subject to the OMB Circulars, or other federal auditing requirement, and, if so, shall be responsible for compliance with the audit and requirement thereof. The Sub-Contractor shall pay for such audits.

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

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

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

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

The SBWIB, Inc. reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible.

Such sites may include the home office, any branch office, or other locations of the Sub-Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Agreement.

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

#### **XXI -- COMPLAINT RESOLUTION PROCEDURES**

##### **A. South Bay Workforce Investment Area (SBWIA) Complaint Resolution Procedures**

1. Sub-Contractor shall comply with the SBWIA Complaint Resolution procedures, and any changes incorporated therein during the term of this Agreement, in the resolution of complaints alleging a violation of the WIA, the WIA regulations, the grant or any other Agreements under the Act. SBWIA shall furnish a copy of its procedures to Sub-Contractor upon execution of this Agreement.

2. Sub-Contractor shall provide to each eligible participant and staff a copy and/or summary of the SBWIA Complaint Resolution Procedures during orientation. In the event that Sub-Contractor subcontracts with another party for the provisions of training or job development services to a participant, the Sub-Contractor shall require that the participant receive access to WIA grievance procedures at each tier of service. Sub-Contractor shall maintain written documentation that each WIA staff person and participant has received information regarding the SBWIA Complaint Resolution Procedures.

##### **4. Sub-Contractor WIA Participant Complaint Resolution Procedures**

1. Sub-Contractor (with the exception of those providing Classroom Training exclusively) shall develop and maintain procedures for the resolution of complaints involving the



terms and conditions of participant employment. Classroom Training Sub-Contractors shall provide WIA participants with copies of the SBWIB's grievance procedures and shall instruct participants that they have the option of filing complaints directly with the SBWIA.

2. Sub-Contractor shall provide each participant with a copy of its internal WIA participant complaint resolution procedures upon enrollment into the program or during orientation. In the event that Sub-Contractor subcontracts with another party for the provisions of training or job development services to a participant, the Sub-Contractor shall require that the participant receive access to SBWIB's grievance procedures at each tier of service. Sub-Contractor shall maintain written documentation that each staff person and participant has received information regarding the SBWIB's Complaint Resolution Procedures.

C. Sub-Contractor shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of the WIA or WIA Regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

D. Sub-Contractor shall permit the Directorate of Civil Rights (or a representative) access to its premises, participants, employees, books, and papers should the need arise during a complaint investigation.

## **XXII -- DISPUTES RESOLUTION AND BREACH**

A. Disputes: Sub-Contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from this Agreement. Sub-Contractor shall continue performance of these Agreement activities during such dispute and shall immediately submit written request for informal review and consultation to the SBWIB, Inc. Administration.

If the dispute is not resolved within thirty (30) days of such request, SBWIB, Inc. through its agent, shall review the disputed matter and, after consultation with the SBWIB, Inc. Administration and the Sub-Contractor, reach a resolution. Sub-Contractor shall be issued a



decision in writing that shall bind all parties.

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

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

### **XXIII -- DEFAULTS, PROBATION, SUSPENSION, TERMINATION AND SANCTIONS OF FUNDING**

A. Defaults:

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

1. Reduce the total budget;
2. Make any changes in the general scope of this Agreement;
3. Place the Sub-Contractor on Probation status;
4. Terminate this Agreement.

B. Probation

1. The SBWIB, Inc. may place Sub-Contractor on probation for failure to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

2. Said notice shall set forth the period probation, the reasons for probation and



specific conditions of non-compliance.

3. Within five (5) working days, the Sub-Contractor shall reply in writing, setting forth the corrective actions which will be undertaken, subject to SBWIB, Inc. approval in writing.

C. Suspension

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

2. The SBWIB, Inc. may immediately suspend payments to Sub-Contractor prior to termination of this Agreement in whole or in part for the following causes(s):

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

b. Submittal to SBWIB, Inc. of reports which are incorrect or incomplete in any substantial or material respect.

c. Termination or suspension of grant(s) to SBWIB, Inc. from the Federal, State or County governments.

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

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

D. Termination

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



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

b. Termination by the County of Los Angeles of grant to the SBWIB, Inc. under which this Agreement is made .

c. Improper use by Sub-Contractor of funds furnished under this Agreement.

d. Failure to meet performance measurement as stipulated in Exhibit A, SEP Statement of Work, attached.

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

3. Upon termination or cancellation of this Agreement, Sub-Contractor shall be responsible for preparation of close out reports and transmittal to SBWIB, Inc. of all documents which are in the possession of Sub-Contractor that relate to the conduct of the program within the time and within the manner prescribed by SBWIB, Inc.. Final payment to Sub-Contractor under this Agreement will be made only after SBWIB, Inc. has determined that Sub-Contractor has satisfactorily completed said close-out procedures.

E. Sanctions Sub-Contractor through the execution of this Agreement agrees to comply with, the requirements herewithin, and those requirements contained with the Workforce Investment Act and all applicable Directives/Bulletins from the SBWIB, State, County or Department of Labor (DOL). Approved sanctions may include but are not limited to the following: fiscal probation, administrative probation, withholding of payment, reobligation/deobligation of Agreement funds, questioned and/or disallowed costs, or suspension/termination of this Agreement. Those sections, which may be applied, will be dependent upon the circumstances(s) of noncompliance.

#### **XXIV- ENTIRE AGREEMENT**

This Agreement, including all Exhibits referenced, constitutes the entire agreement of the

parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//



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

By: City of Carson

Signature: \_\_\_\_\_

Name: Jim Dear

Title: Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

\_\_\_\_\_  
Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Jack Ballas, Attorney-at-Law



**SUMMER YOUTH WORK EXPERIENCE PROGRAM (SYWEP)  
STATEMENT OF WORK**

**1.0 PURPOSE**

On March 20, 2013 the Los Angeles County Chief Executive Officer (CEO) approved funding for Program Year 2013 Summer Youth Work Experience Program ((SYWEP) to provide paid work experience to Disconnected Youth, which may include, but are not limited to: California Work Opportunities and Responsible to Kids (CalWORKs), Foster, Probation, Homeless, General Relief and low income Youth. the Youth Employment s Program (YEP). The purpose of the program is to provide paid work experience for youth with the above mention at risk characteristics. Youth may work a average of 100 hours beginning July 1, 2013, and for the duration of the agreement, including any extension period. Youth will be paid minimum wage (presently \$8.00) in accordance with the California Labor Code 1182.12, Section 2.

**2.0 ELIGIBLE YOUTH**

**2.1** In order to be eligible for the services outlined herein, Youth must be a:

**2.1.1** Los Angeles County resident between the ages of 14-21

**2.1.2** Citizen of the United States or an eligible non-citizen as determined by Right-to-Work requirement including the completion of Immigration and Naturalization Services (INS) form I-9 (<http://www.uscis.gov/files/form/I-9.pdf>); and

**2.1.3** Resident of area served by the Los Angeles County Local Workforce Investment Area (LWIA).

**2.2** CalWORKs Youth Contractor shall ensure that a minimum of **60%** of Youth enrolled that meet the criteria in Section 2.1 must also be Youth residing in a CalWORKs household.

**Contractor's staff must be familiar and comply with the County of Los Angeles 2013 Summer Youth Work Experience Program Technical Assistance Guide.**

**3.0 SPECIFIC TASKS****3.1 CALWORKS REFERRALS**

**3.1.1** Sub-Contractor shall use Youth information from the Los Angeles County Department of Public and Social Services (DPSS) CalWORKs Oracle database to identify Youth to do outreach and eligibility as described in Section 3.1.2.1 through Section 3.1.2.5, below.

**3.1.2** Walk-Ins: Sub-Contractor shall initially ask any walk-in Youth to self-identify which of the eligible populations they qualify under. If they self-identify as CalWORKs eligible, the following process shall be applied:

**3.1.2.1** Sub-Contractor will first attempt to verify if the Youth is on the eligible database or monthly newly eligible list.

**3.1.2.2** Youth not found in the eligible list identify in 3.1.2.1 are to be verified by designated DPSS staff to establish their eligibility ♦ Contractor shall use Youth information from the Los Angeles (LA ) County Department of Public and Social Services (DPSS) CalWORKs Oracle database to identify Youth to do outreach and eligibility as described in the sections below.

**3.1.2.3** Sub-Contractor shall obtain as much case information as possible from the Youth or parent/guardian to complete the Confidential Verification Sheet for SYWEP. NOTE: a model Confidential Verification Sheet will be provided by county upon Contract execution.

Information needed to complete Confidential Verification Sheet shall include:

- a. Youth's name
- b. Last four digits of Youth's Social Security Number
- c. Case Number and Name (usually in mother's name)
- d. Address
- e. Youth's Birth Date

**3.1.2.4** DPSS' designated Customer Service Liaison will review the information provided and determine whether the individual is eligible. After the request is received, the Customer Service Liaison will complete the bottom portion of the Eligibility Verification Request and return it to the parent/guardian and instruct the parent/guardian that he/she or the Youth may return the form back to the Sub-Contractor. The Sub-Contractor is to maintain the form and all attachments in the Youth's case file.

**3.1.2.5** Once eligibility is verified, the Youth will be contacted by the Sub-Contractor to enroll in the SYWEP. If Youth is determined not eligible to participate in the program, the Sub-Contractor will notify the Youth and will drop the Youth from the enrollment process.

### **3.1.2.6 NON-CALWORKS REFERRALS**

Sub-Contractor must recruit and refer Youth in coordination with the appropriate County departments to target Disconnected Youth. CONTRACTOR is allowed to utilize reverse referral where eligible Youth can come to the CONTRACTOR for service without referral from any Los Angeles County departments.

## **3.2 WORK READINESS ASSESSMENT:**

### **3.2.2 PRE-EMPLOYMENT TEST**

**3.2.2.1** Sub-Contractor shall ensure that all Youth are pre-tested and assessed for work readiness skills utilizing County approved SYWEP Pre-Test form, which will be provided at the execution of the contract.

**3.2.2.1.1** Youth must receive a passing score on 8 of 10 indicators on the Pre-test. The Pre-test must assess for basic employability strengths, such as, following instructions, completing tasks accurately, demonstrating "Learner's Attitude", accepting constructive criticism, punctuality, consistency, presenting self appropriately, drug/alcohol free behavior, and having a positive attitude to meet Work Readiness requirements.

### **3.2.3 POST – EMPLOYMENT TEST**

**3.2.3.1** Sub-Contractor shall ensure that for those Youth who complete 100 hours of paid work experience, a post-employment test to assess work readiness and assist participants in identifying strengths, transferable skills, interests, work values, and priorities, is provided utilizing County approved SYWEP Post-Test form. The form shall be distributed at the execution of the contract.

**3.2.3.2** The Post-test shall be completed by the Worksite Supervisor who directly supervises the Youth on the job at the time he/she completes the work experience.

**3.2.3.3** Youth must receive a passing score on 8 of 10 indicators on the Post-test. The Post-test must assess for basic employability strengths, such as, following instructions, completing tasks accurately, demonstrating "Learner's

Attitude", accepting constructive criticism, punctuality, consistency, presenting self appropriately, drug/alcohol free behavior, and having a positive attitude to meet Work Readiness requirements.

### **3.2.4 PERSONAL GROWTH TRAINING**

**3.2.4.1** Sub-Contractor shall provide Personal Growth Training to eligible Youth which includes essential skills to boost and develop an understanding of workplace competencies needed to succeed in the modern workplace

**3.2.5 Sub-Contractor** shall ensure that the following documents are obtained (if applicable) from Youth participating in SYWEP:

#### **3.2.5.1 Employment Eligibility Verification Form (Form I-9)**

**3.2.5.1.1** Sub-Contractor shall obtain Form I-9 for all Youth to verify the identity and work authorization in the United States prior to beginning of a Work Experience. The form shall be obtained from <http://www.uscis.gov/files/form/i-9.pdf>

#### **3.2.5.1.2 Work Permit**

**3.2.5.2.1** Sub-Contractor shall ensure all Youth ages 14 to 17 provide work permit prior to beginning of a Work Experience.

### **3.3 PAID WORK EXPERIENCE:**

**3.3.1** Sub-Contractor shall provide Youth with an average of 100 hours of paid work experience, over the term of the contract, at the minimum wage rate, presently \$8.00 an hour as indicated at <http://www.dir.ca.gov/dlse/faq/minimumwage.htm>.

**3.3.2** Sub-Contractor shall offer Youth paid work experience incorporating Secretary's Commission on Achieving Necessary Skills (SCANS), which will be distributed at the execution of the contract. CONTRACTOR should offer work activities that will achieve the following goals:

**3.3.2.1** Build and refine a strong work foundation and employment competencies inclusive of necessary life skills, such as communication, time and money management as well as social interaction skills;



**3.3.2.2** Experience the discipline of work, for example: Following instructions, completing tasks accurately, punctuality and presenting self appropriately; and

**3.3.2.3** Gain an appreciation of the connection between work and learning critical to a long-term employability and success in a rapidly changing labor force

#### **4.0 PAYMENTS TO PARTICIPANTS**

- 4.1** Sub-Contractor shall provide detailed payment documentation, such as a timecard with documentation of actual hours worked, prior to paying a Youth.
- 4.2** Sub-Contractor shall allow payment for Youth on time spent on activities included but not limited to the following: Personal Growth training, as described in Section 3.2.4, *Personal Growth Training*, geared towards building capacity in areas relevant to work and career (i.e., opening a bank account, applying for scholarships and financial aid). Time spent in orientation and/or assessments will not be paid. Activities other than those listed such as field trips, etc. must receive prior approval from COUNTY.
- 4.3** Sub-Contractor shall ensure that all payments will be made on no less than a monthly basis and in accordance with Sub-Contractor's payroll policies for Sub-Contractor's employees.

#### **5.0 WORKSITES**

- 5.1** Sub-Contractor shall develop work experience opportunities at a variety of approved work locations (Worksites) including, but not limited to:
- Public agencies (e.g. county, city, state and federal agencies)
  - Non-profit agencies (e.g. 501[c][3] public benefit corporations)
  - Private for-profit businesses.
- 5.2** Sub-Contractor(s) are prohibited from using the following as Worksites in accordance to federal and state policies and regulations: casinos or other gambling establishments, aquariums, zoos, golf courses or swimming pools as referenced in the Training and Employment Guidance Letter (TEGL) No. 14-08 released on March 18, 2009, (<http://wdr.doleta.gov/directives/attach/TEGL/TEGL14-08.pdf>).
- 5.3** Sub-Contractor shall ensure that all supervisors of any Youth are provided with an orientation concerning the objectives, Worksite regulations, and policies and procedures of SYWEP through appropriate documentation.
- 5.4** Sub-Contractor shall ensure that Payroll and Worker's Compensation Costs are administered through Sub-Contractor's payroll services.
- 5.5** Sub-Contractor shall execute agreements with Worksites detailing the operational specifics, minimum requirements, and the program procedures for the Worksite



Supervisor. County shall provide Worksite Supervisors Manual/handbook which will be included in the Technical Assistance Guide

- 5.6 The Worksite agreement shall be signed by both Sub-Contractor and Worksite Supervisor and maintained on file by CONTRACTOR with a copy at the worksite.

## **6.0 STAFF REQUIREMENTS**

- 6.1 **GENERAL REQUIREMENTS-** Sub-Contractor shall have qualified staff to deliver the Service(s) adequately with the appropriate education, experience, and qualifications to carry out the requirements of the Summer Youth Work Experience Program. The total number of staff shall be based on the method and level of services provided. All staff qualifications are subject to an annual review by the Los Angeles County Auditor-Controller.

6.1.1 Sub-Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum staff set forth herein, as well as any other applicable staffing requirements established by County for the CONTRACTOR necessary to provide Services hereunder. Such personnel shall meet all qualifications in this Contract, as well as those provided by the County through Contract Amendments, Administrative Directives and Program Policy Memorandums..00000

6.1.2 Sub-Contractor shall ensure that Sub-Contractor's staff is available to all Youth (i.e., County, DPSS, Auditor Controller, etc.), referral sources, as well as to County, on a minimum five-day-a-week (Monday through Friday) basis (not including County recognized holidays). Sub-Contractor's office shall be open a minimum of eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. Sub-Contractor shall also ensure that live telephone contact with Sub-Contractor's staff is available to Clients, potential Clients, as well as the County, during the Sub-Contractor's hours of operation. Sub-Contractor shall also ensure that each Sub-Contractor's site has a telephone answering machine or voice mail system in place during off-business hours. Sub-Contractor's staff shall check and respond to all messages in a timely manner.

6.1.3 Sub-Contractor shall always have an employee with the authority to act on behalf of Sub-Contractor available during work hours.

## **6.2 MULTILINGUAL CAPABILITIES OF CONTRACTOR STAFF**

6.2.1 Sub-Contractor must seek to provide services in the primary/native language of the Summer Youth Work Experience Program Youths with limited or no English speaking capabilities, to better serve the communities served by Sub-Contractor. Sub-Contractor shall make efforts to employ employees and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Sub-Contractor shall not require any SYWEP participants to provide his/her own interpreter.

6.2.2 Sub-Contractor must be committed and sensitive to the delivery of services that are culturally and linguistically appropriate. To that end, Sub-Contractor must seek to hire qualified staff that is multilingual and/or multicultural in

order to better reflect the communities served by CONTRACTOR. In addition, CONTRACTOR and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. CONTRACTOR must also develop effective linkages with various ethnic, health and social service agencies for the benefit of SYWEP clients to reflect the ethnic and cultural needs of the community being served.

### **6.3 USE OF VOLUNTEER SERVICES**

- 6.3.1** Volunteers may be recruited, trained and used by CONTRACTOR to expand the provision of Summer Youth Work Experience Program services. Volunteers must be appropriately qualified for the responsibilities CONTRACTOR intends to assign them to prior to beginning those responsibilities. Volunteers shall be solely the responsibility of the CONTRACTOR, and shall report to the Operations Manager, or equivalent position, or another employee of CONTRACTOR as designated by the Operations Manager. If possible, CONTRACTOR shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or Youths (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in a community service setting.

### **7.0 PERFORMANCE MEASURES AND STANDARD GOALS**

- 7.1** Subcontractor shall ensure that 100% of Youth enrolled in the SYWEP are placed in paid work experience.
- 7.2** Sub-Contractor shall ensure that a minimum of 80% of the total number of Youth exited from the SYWEP meet the Work Readiness outcome as specified by County.

### **8.0 REPORTING REQUIREMENTS**

- 8.1** Sub-Contractor shall utilize the County Summer Youth Work Experience Program Web-Based Application system for tracking Youth, enrollments, and all other data requirements specific to SYWEP. Sub-Contractor shall complete and return to County-assigned Contract Analyst, the County of Los Angeles Agreement for Acceptable Use of County's Information Technology Assets, Computers, Networks, System and Data Form, as well as the Sub-Contractor Employee Acknowledgement and Confidentiality Agreement form prior to beginning work on this Contract will be distributed to Sub-Contractor at time of Contract Execution.
- 8.2** Sub-Contractor must ensure that all Youth information is entered within five (5) business days of the point of participant entry and maintained accordingly. County will utilize this system to automatically create and maintain reports.
- 8.3** Sub-Contractor shall maintain all records consistent with this Agreement, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or their designee.

## **9.0 DOCUMENTATION AND DIRECT DATA ENTRY**

### **9.1 Closeout Reports**

- 9.1.1** Sub-Contractor shall maintain all records and reports, consistent with this Agreement, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or their designee.
- 9.1.2** All information, records, data elements, and print-outs collected and maintained for the operation of the Program (including paper and electronic data) must be protected from unauthorized disclosures in accordance with this Agreement; California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.

## **10.0 MANAGEMENT INFORMATION SYSTEMS**

- 10.1** Sub-Contractor shall track the progress of Youth by properly recording all Youth data in the County authorized and approved Management Information System(s) (MIS). Currently the County utilizes a web based application system. Sub-Contractor is also required to have an internet compatible computer system-internet gateway, and to ensure equipment is in working condition in order to operate the system. Sub-Contractor shall be responsible for its own data and service delivery input into the statewide automated case management system.
  - 10.1.1** MIS Personnel: Sub-Contractor shall assign a primary MIS contact for Youth data issues and problems. A back-up employee must be designated to act on behalf of the primary MIS contact person in the event of his or her absence.
  - 10.1.2** Sub-Contractor shall inform the County of the name of the Sub-Contractor's primary MIS person contact and back-up within two (2) weeks of any reassignment or substitution.
  - 10.1.3** Sub-Contractor shall ensure that data collection related to case management activities and the tracking and recording of SYWEP performance is captured in the authorized management system and in accordance with appropriate federal, State, LACWIB and County regulations, policies and protocols.
  - 10.1.4** Sub-Contractor shall ensure that all MIS staff are properly trained to operate the MIS system and attend all MIS training courses provided by the County and that MIS operations are in compliance with all applicable regulations.
  - 10.1.5** Sub-Contractor shall utilize the County's proprietary web-based application for all facets of the Summer Youth Work Experience Program including but not limited to: reporting, tracking, and performance requirements.
  - 10.1.6** County shall provide training on the web-based application to Sub-Contractor and designated staff as needed to ensure system compliance and data integrity.

## **11.0 TRAINING**



- 11.1 Sub-Contractor is responsible for ensuring its staff, including employees, both existing and new, are properly trained in all areas related to providing Services for the SYWEP. Staff must be qualified, sufficient in number to deliver the Service(s) adequately, and capable of establishing effective communication with the Youths as well as network with other CONTRACTOR
- 11.2 Sub-Contractor's Executive Director shall ensure that all appropriate Sub-Contractor employees attend all training sessions as required by County, held at a County facility or another site, as determined by County for Sub-Contractor benefit. Further, Sub-Contractor shall ensure that, at a minimum, a Sub-Contractor designated, paid employee represents Sub-Contractor at each training session. Sub-Contractor may also attend training opportunities outside of Los Angeles County at Sub-Contractor's own expense that Sub-Contractor reasonably deems to be beneficial for the delivery of SYWEP. Failure to attend mandated trainings shall be considered non-compliance with this Contract, and may result in further action pursuant to County of LA Contract #IA1103 *Section 61.0 Probation and/or Section 72.0 Suspension of Contract* and any other applicable Contract provisions.
- 11.3 Sub-Contractor or authorized designee shall attend all mandated trainings called by County. Sub-Contractor shall be given advance notice of all scheduled trainings with County. Failure to attend mandated trainings shall be considered non-compliant with this Contract, and may result in further action pursuant to County of LA Contract #IA1103 *Section 61.0 Probation and/or Section 72.0 Suspension*, and any other applicable Contract provisions.
- 11.4 Sub-Contractor staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County and held at a County facility or another site, as determined by County.
- 11.5 Sub-Contractor staff shall attend the mandatory County provided Civil Rights training as directed by the County and in accordance to applicable Memorandum of Understanding between the County and DPSS, and applicable rules and

## 12.0 LOCATION OF SERVICE AND HOURS OF OPERATION

- 12.1 Sub-Contractor shall maintain an office in Los Angeles County.
- 12.2 Sub-Contractor's office shall be open a minimum eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding County observed holidays.
- 12.3 Sub-Contractor shall publicly display at all Sub-Contractor office locations/sites the days and hours of operation for the provision of contracted Services. Sub-Contractor shall ensure that availability for Summer Youth Work Experience Program Services is appropriate for the demographics associated with the service area (site location).
- 12.4 Sub-Contractor shall inform County in writing and receive a written County approval at least sixty (60) days prior to relocation of Sub-Contractor's office or site location(s).
- 12.5 Sub-Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and federal occupational safety and sanitation laws and regulations. The premises shall be free

of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Sub-Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended.

- 12.6** Prior to modifying or terminating Services, or revising hours of service delivery at a previously designated location(s), and before commencing such services at any other location, Sub-Contractor shall obtain written consent of the SBWIB, INC./County.

### **13.0 GREEN INITIATIVES**

- 13.1** Sub-Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 13.2** Sub-Contractor shall notify County's Contract Manager of Sub-Contractor green initiatives prior to commencement of this Contract.

### **14.0 CIVIL SERVICE COMPLIANCE**

#### **14.1 CIVIL RIGHTS LAWS**

- 14.1.1** Sub-Contractor will 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, Sub-Contractor and its subcontractors will not discriminate on the basis of race, color, national origin, ethnic group identification, political affiliation, religion, marital status, domestic partnership, sex, age, sexual orientation, or disability and in compliance with all anti-discrimination laws of the United States of America and the State of California.
- 14.1.2** Sub-Contractor will abide by all provisions contained in the Department of Public Social Services Civil Rights Training Handbook. The Department of Public Social Services Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the federal Office of Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated federal and State requirements that must be adhered to by Department of Public Social Services, its contractors, and subcontractors. They include, but are not limited to the following:
- 14.1.3** Effectively identifying participant's designated/preferred language. This can be accomplished by using Department of Public Social Services Language



Designation form (PA 481) (or a similar form that Community and Senior Services already has in place and approved by Department of Public Social Services, which will be provided at time of Contract execution.

- 14.1.4 Ensuring that notices sent to participants are in their respective designated/preferred language.
- 14.1.5 Providing and assisting participants, as needed, when completing a Complaint of Discriminatory Treatment (PA 607) form, which will be provided by the County, in the participant's primary language.
- 14.1.6 Maintaining a log of civil rights complaints. Sub-Contractor will maintain the confidentiality of the log by maintaining it in a locked drawer or cabinet.
- 14.1.7 Sub-Contractor shall designate a person who will act as the Civil Rights Liaison (CRL) between the SBWIB, Inc. and County and shall notify SBWIB, Inc. OF the name and contact information.
- 14.1.8 Forwarding all Complaint of Discriminatory Treatment forms (PA607s), which will be provided by the County and forwarded to the Department of Public Social Services Administrator by the SBWIB, Inc. within two (2) business days:

A copy of the Complaint of Discriminatory Treatment form (PA 607) and a copy of the Complaint Log must be submitted to the SBWIB, Inc., which in turn will forward the forms to the addresses listed below:

DPSS Administrative Headquarters  
Contract Management Division 12900  
Crossroads Parkway South City of  
Industry, CA 91746  
Attention: Lynol Phillips

AND

Department of Community and Senior Services  
3175 W. 6th Street, Room 304  
Los Angeles, CA 90020  
Attention: Greta Setian, Civil Rights Coordinator

Sub-Contractor will not attempt to investigate any civil rights complaints filed by a Youth or by agent of a Youth. All investigations are handled by the Department of Public Social Services Civil Rights Section (CRS).

## 14.2 CONFIDENTIALITY

- 14.2.1 Sub-Contractor shall maintain the confidentiality of all records and information relating to CalWORKs/GR participants it receives from

Department of Public Social Services. CONTRACTOR agrees to adhere to the requirements of Welfare & Institutions Code (WIC) Section 10850 et seq. and the California Department of Social Services, Manual of Policies and Procedures, Confidentiality Fraud, Civil Rights, and State Hearings, as well as all other applicable State and County laws, ordinances, regulations and directives relating to confidentiality.

- 14.2.1.1** Sub-Contractor agrees herein and any projects hereunder that provide for the sharing of individually identified information shall only be used for purposes directly connected to the administration of public social services programs of Los Angeles County pursuant to WIC Section 10850 et seq. and the California Department of Social Services, Manual of Policies and Procedures, Confidentiality Fraud, Civil Rights, and State Hearings. The Parties agree that the sharing of identified information can only occur where there is a legally permissible or required authorization or the disclosure is otherwise permitted or required by law.
- 14.2.2** Sub-Contractor shall maintain the confidentiality of all records obtained from Department of Public Social Services in accordance with all other applicable federal, state or local laws, ordinances regulations, and directives, including but not limited to, WIC Sections 10850.
- 14.2.3** Sub-Contractor shall ensure all staff that work with participants must review and sign the CONTRACTOR Employee Acknowledgment and Confidentiality Agreement and maintains copies, along with the original copy on file, and ready for distribution upon request from SBWIB, INC./County.
- 14.2.4** In no case shall records or information pertaining to individuals receiving aid be disclosed to any person except designated County Contractor employees without prior written permission of the Department of Public Social Services Director or their authorized representative. The Department of Public Social Services Director shall be advised of any request for such records or information.
- 14.2.5** Sub-Contractor shall ensure that all monitors, printers, hard copy printouts or any other forms of Department of Public Social Services data are maintained so that they may not be viewed by the public or other unauthorized persons.





## FUNDING AND ENROLLMENT CHART

FUNDING ALLOCATION AND ENROLLMENT CHART			
City of Carson	Funding	# of CalWorks Slots	#Number of Non-CalWorks Slots
	\$32,833	17	11

Participant Wages & Supportive Services - \$27,357

Program Staff Cost & Operating Expenses-\$ 5,476  
\$32,833

Per City of Carson's request the participant wages & supportive services will be paid by the SBWIB, Inc. on behalf of the City of Carson.

Sub-Contractor shall submit invoices for program staff cost and operating expenses only.



SUMMER YOUTH WORK EXPERIENCE PROGRAM BUDGET SUMMARY FORMS



## EXHIBIT C

### CONSULTANTS

In the event that Sub-Contractor shall enter into consultant and/or professional service agreement for any services provided under this Agreement, the parties to any such agreement, and the services they are to provide, shall be identified below.

Sub-Contractor shall provide SBWIB, Inc. with current copies of any consultant and/or professional services agreements with the individuals listed below. Said agreements shall specify compliance with terms and conditions of the primary agreement with SBWIB, Inc.

Adjustments to this Exhibit may be made by approval of the SBWIB, Inc., Attorney without amendment, however, prior to any change in, or additions to, the list of consultants contained herein, Sub-Contractor shall notify SBWIB, Inc. and provide copies of sub-agreements and other required documents.

Consultants performing services which may involve driving must provide evidence of insurance (insurance certificates) at the level required and with additional insured endorsements.

#### CONSULTANT

#### SERVICES TO BE PERFORMED

