

TO: BOARD OF TRUSTEES

FROM: SUPERINTENDENT/PRESIDENT

COMMUNICATION NO. 129-2009/10-SSV
Prepared by the Vice President-Student Services
For Presentation to the Board of Trustees
December 14, 2009

SUBJECT: CalWORKs WORK STUDY CONTRACT BETWEEN ANTELOPE VALLEY COLLEGE AND THE SOUTH BAY WORKFORCE INVESTMENT BOARD

A. BACKGROUND

The CalWORKs Department at AVC has a strong working relationship with the South Bay Workforce Investment Board (SBWIB) in Hawthorne. Previously, SBWIB has provided the AVC CalWORKs students with off-campus work study positions in many of the county offices, at 75/25 percentage rate, (AVC CalWORKs paying 75% and SBWIB 25%).

This year, the SBWIB has received Transitional Subsidized Employment (TSE) Program funds and wishes to have AVC serve as a work study site location for on campus CalWORKs students.

AVC will maintain participant time sheets and distribute paychecks delivered by SBWIB. This contract will afford more CalWORKs students the opportunity to upgrade their employment skills, while continuing to work on campus. The attached contract reaffirms our working relationship to serve the CalWORKs students of Antelope Valley College.

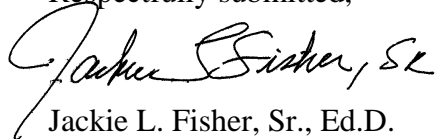
B. BUDGET IMPLICATION

There will be a cost savings to the overall CalWORKs budget until June 30, 2010.

C. RECOMMENDATION

The Board of Trustees approves the Contract with the South Bay Workforce Investment Board (Attachment A) to this communication.

Respectfully submitted,



Jackie L. Fisher, Sr., Ed.D.
Superintendent/President

Prepared By:



Rosa E. Hall, Ph.D.
Assistant Superintendent/
Vice President – Student Services

Office of Student Services
Communication No. 129-2009/10-SSV

MEMORANDUM OF UNDERSTANDING BETWEEN ANTELOPE VALLEY COLLEGE AND THE SOUTH BAY WORKFORCE INVESTMENT BOARD

December 14, 2009

Contract No. 09 – H2xx
California Work Opportunity and Responsibility to Kids (CalWORKs)
Greater Avenues for Independence (GAIN)
Work Experience/Work Study Combined Agreement

This Subcontract Agreement is entered into this 1st day of **December 2009** between the City of Hawthorne by its Job Training & Development Department, on behalf of the South Bay Workforce Investment Board, hereinafter referred to as INTERMEDIARY CONTRACTOR, and **Antelope Valley College**, hereinafter referred to as SUBCONTRACTOR.

Recitals:

This contract is a subcontract under the terms of a prime contract, No. COH07001 with the County of Los Angeles, hereinafter referred to as COUNTY. All representations and warranties expressed herein shall inure to the benefit of the COUNTY. It is non-financial.

Non-financial agreements connote that there shall be no cost to the INTERMEDIARY CONTRACTOR or the COUNTY for services provided by the SUBCONTRACTOR. All representations and warranties expressed herein shall inure to the benefit of the COUNTY.

In providing activities for the CalWORKs/GAIN Program hereunder, SUBCONTRACTOR shall conform to the provisions set forth in this subcontract agreement, including any and all Exhibits hereto and all current and future CalWORKs/GAIN directives. This shall be done in order to maintain the various programs integrity and avoid any conflict of interest in its administration.

For this agreement, if applicable, Work Experience (WEX) shall be defined as a salaried or non-salaried work assignment with a public, private for-profit or private non-profit organization that supplies a given participant with work behavior skills and a reference for future unsubsidized employment or on-the-job enhancement of existing or recently acquired work skills.

For this agreement, if applicable, Work Study (WS) shall be defined as an academic program that enables college students to gain work experience while continuing their studies. The employment is temporary and the worksite is not expected to retain the participant beyond the work assignment.

I. GENERAL PROVISIONS
A. STATEMENT OF WORK

SUBCONTRACTOR agrees to perform the duties and activities contained in the Work Experience/Work Study Statement of Work, which is attached hereto, respectively labeled EXHIBIT 1, and is incorporated herein by reference, as if set forth in full.

B. TERM OF AGREEMENT

The term of this agreement shall be effective from the date of its execution through June 30, 2010. However, SUBCONTRACTOR shall continue to perform and complete services for those activities covered by this subcontract beginning prior to said expiration date unless terminated in writing by either party.

C. CHANGES AND AMENDMENTS OF TERMS

This Agreement may be amended upon mutual written consent of both parties.

D. NOTICE

Any notice or notices required pursuant to this subcontract may be personally served on the other party, or may be served by certified mail, postage prepaid or return receipt request. All notices required to be given to the INTERMEDIARY CONTRACTOR shall be delivered or mailed to the parties as follows:

**Mr. Jan Vogel, Executive Director
South Bay Workforce Investment Board
11539 Hawthorne Boulevard, 5th Floor
Hawthorne, CA 90250
310.970.7700**

All notices required to be given to the SUBCONTRACTOR shall be delivered or mailed to the address below:

**Mr. Tim Wiley, CalWORKs Director
Antelope Valley College
3041 W. Avenue K, Room SSV180
Lancaster, CA 93536
661.722.6547**

Either party may designate a new address by giving written notice to the other party.

E. SUBCONTRACTOR CONFIDENTIALITY AGREEMENT

Employees of SUBCONTRACTOR who have access to participant files and/or information must complete, sign, and adhere to the "SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT," attached hereto as EXHIBIT 2, which is incorporated herein by reference, as if set forth in full. Subcontractor will identify specific staff who will have access to participant files. A copy of this form must be on file prior to a worksite employee commencing any work under to this agreement.

SUBCONTRACTING

No part of the SUBCONTRACTOR'S service obligations may be further subcontracted to any person or entity without the express written consent of the INTERMEDIARY CONTRACTOR and the COUNTY.

G. SUBCONTRACTOR RATING

SUBCONTRACTOR shall complete and return to INTERMEDIARY CONTRACTOR, the Los Angeles County Department of Public Social Services "Agency Rating System Sheet" attached hereto as EXHIBIT 3, which is incorporated herein, as if set forth in full. Said rating system sheet will be used by INTERMEDIARY CONTRACTOR, COUNTY, and participants to evaluate the employment development services offered by SUBCONTRACTOR under this agreement.

H. INSURANCE

SUBCONTRACTOR agrees to maintain in force at all times Comprehensive General Liability Insurance that willfully protect the SUBCONTRACTOR, INTERMEDIARY CONTRACTOR AND COUNTY from claims arising out of any act or employer's liability laws. Policies shall stipulate that the INTERMEDIARY CONTRACTOR, its employees, officers and agents and COUNTY, its Special Districts, its officials, officers and employees be named as additional insured and that INTERMEDIARY

CONTRACTOR be given 30 days written notice of any modification or cancellations of insurance by the carrier. SUBCONTRACTOR, prior to the commencement of a subcontract with INTERMEDIARY SUBCONTRACTOR, shall deliver to INTERMEDIARY CONTRACTOR a current certificate evidencing the required insurance coverages, secured through carriers reasonably satisfactory to the INTERMEDIARY CONTRACTOR. SUBCONTRACTOR shall maintain coverages and limits as follows:

1. General Liability

SUBCONTRACTOR is required to maintain a general liability insurance policy (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

2. Automobile Liability

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

3. Workers Compensation and Employers’ Liability

SUBCONTRACTOR is required to maintain and provide evidence of insurance providing workers compensation benefits for subcontractor's employees, as required by the Labor Code of the State of California or by any other state, and for which sub-contractor is responsible. Such insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

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

I. PUBLIC ENTITY EVIDENCE OF INSURANCE

Subject to review and approval by INTERMEDIARY CONTRACTOR'S counsel, INTERMEDIARY CONTRACTOR will accept from public entity subcontractors evidence of an on-going self-insurance program as an equivalent for such coverage as described above in Section H, parts 1, 2, and 3. (General Liability and Automobile Coverage Limits).

J. RELIGIOUS ACTIVITIES PROHIBITED

SUBCONTRACTOR agrees that no participant shall be asked or required to participate in the promotion of religious activities. Furthermore, SUBCONTRACTOR agrees that it will not perform, nor permit to be performed, any religious activities in connection with the performance of this subcontract agreement.

K. POLITICAL ACTIVITIES PROHIBITED

No participant shall be asked or required to participate in any political activity of any kind. Participants shall not be asked or required to participate in any manner in any partisan political activity, or activity for or against the election of candidates for office.

L. REPORTING WELFARE FRAUD, ELDER ABUSE AND CHILD ABUSE

SUBCONTRACTOR shall report all suspected or actual welfare fraud, elder abuse and child abuse discovered by SUBCONTRACTOR. Welfare fraud is specified in the State Operations Manual, Section 20000, elder abuse is specified in DPSS Administrative Directive 2898, and child abuse is specified in Penal Code 11166 and 11167. Reports shall be made by telephone call as required by the referenced regulations and followed up in writing to the GAIN Services Worker (GSW) within three (3) workdays after discovery.

II. COMPLIANCE WITH THE LAW

A. CIVIL RIGHTS

SUBCONTRACTOR shall ensure that services and benefits are provided without regard to race, color, religion, sex, age or national origin, political affiliation, marital status or disability in accordance with Title VI of the Civil Rights Act of 1964, and California Government Code, Section 11135. SUBCONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified disabled persons under any program or activity which receives or benefits from Federal or State financial assistance. SUBCONTRACTOR shall comply with provisions of Titles VI and VII of the Federal Civil Rights Act of 1964 as amended; Executive Order 11246, as amended; the Age Discrimination in Employment Act of 1973, as amended; Title IX of the Education Amendments Act of 1972; the Food Stamp Act of 1977, as amended; the Welfare and Institutions Code Section 1000; DPSS Operations Handbook Section 21; the Americans with Disabilities Act (ADA) of 1990; and other applicable nondiscrimination laws.

The SUBCONTRACTOR is required to complete and return the “Certificate of Non-Discrimination,” attached hereto as EXHIBIT 4, which is incorporated herein by reference, as if set forth in full. Additionally, SUBCONTRACTOR staff working with CalWORKs/GAIN participants must undergo Civil Rights and Cultural Awareness Training provided by DPSS at a mutually agreeable date. INTERMEDIARY CONTRACTOR shall provide SUBCONTRACTOR with a supply of PA 607 - forms for participants’ use should they wish to file a Civil Rights complaint. A copy of said PA-607 form is attached hereto as EXHIBIT 5, and is incorporated herein by reference, as if set forth in full.

INTERMEDIARY CONTRACTOR is required to conduct an investigation of civil rights complaints received from GAIN participants against SUBCONTRACTOR. SUBCONTRACTOR agrees that its staff shall be available at times agreeable to both parties to consult with INTERMEDIARY CONTRACTOR’s staff as needed.

B. DISPLACEMENT GRIEVANCE

SUBCONTRACTOR shall ensure that labor unions and non-union employees are notified that GAIN participants are working or otherwise participating at specified work locations and that employees have

the right to grieve displacement by such participants. Regulations establish a three-fold grievance process for regular employees who believe they have been displaced by Greater Avenues for Independence (GAIN) participants. Employees must be notified of the following:

1. GAIN participants have been included in the workforce at their location.
2. State law prohibits employers from using GAIN participants in a way that will cause employees to lose their job, or have their hours reduced.
3. Employers may not place GAIN participants in jobs that would be promotional opportunities for employees.
4. Employers may not violate any personnel rules when including a GAIN participant in the workforce.

Grievance procedures for both the Work Experience and Work Study programs are available through the City of Hawthorne, JTDD-GAIN, 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA 90250. All complaints against an employer must be in writing and contain the following information:

1. The full name, address and telephone number of the employee.
2. The full name and address of the employer.
3. A clear and brief statement of the facts, including dates, which have led to the complaint.
4. A statement that this complaint has been filed under penalty of perjury.
5. The complaint must be sent to City of Hawthorne (at above listed address).

SUBCONTRACTOR agrees that its staff shall be available at times agreeable to both parties to consult with INTERMEDIARY CONTRACTOR's staff as needed on matters related to this section.

C. DRUG FREE WORKPLACE COMPLIANCE

SUBCONTRACTOR shall comply with Government Code Section 8355, in matters related to providing a drug-free workplace as follows:

1. Publish a statement notifying employees/participants that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees/participants for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b), to inform employees/participants about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. SUBCONTRACTOR'S policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation and employee/participant programs,
 - d. Penalties that may be imposed upon employees/participants for drug abuse violations.

D. NON-DISCRIMINATION

SUBCONTRACTOR shall ensure that no portion of its programs shall in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, condition of disability, political affiliation or belief. Subcontractor further agrees not to employ legally-prohibited discriminatory practices of any kind and to take positive measures to assure that equal employment opportunities, including employment, training, and promotion in all job classifications are made available without regard to race, color, religion, sex, age, national origin, physical or condition of disability, marital status, political affiliation or belief as required by Federal and State Laws and regulations.

E. COMPLIANCE WITH OTHER LAWS

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

1. California Welfare and Institutions Code
2. State Department of Social Services Manual of Policies and Procedures
3. Social Security Act
4. Title 24, California Administrative Code-Energy Plan
5. Occupational Safety Act of 1970, as amended.
6. Family Economic and Security Act
7. American Recovery and Investment Act

F. HOLD HARMLESS

SUBCONTRACTOR shall release, indemnify, defend, and hold harmless INTERMEDIARY CONTRACTOR, the COUNTY and its agents, officers and employees from and against any and all loss, damage or expense arising out of or relating to, or by reason of any act or omission in performance of this subcontract by SUBCONTRACTOR or any of SUBCONTRACTOR'S officers and employees. Conversely, INTERMEDIARY CONTRACTOR, shall release, indemnify, defend, and hold harmless SUBCONTRACTOR, and its agents, officers and employees from and against any and all loss, damage or expense arising out of or relating to, or by reason of any act or omission in performance of this subcontract by INTERMEDIARY CONTRACTOR, or any of INTERMEDIARY CONTRACTOR's officers and employees.

III. RECORDS

A. CONFIDENTIALITY OF RECORDS

SUBCONTRACTOR agrees to comply and require employees to comply with the provisions of Section 10850 of the California Welfare and Institutions Code and Chapter 19-000 of the SDSS Manual of Policies and Procedures, Federal, State, and local laws, regulations, ordinances, and directives relating to confidentiality. SUBCONTRACTOR shall comply with the following provisions in matters relating to confidentiality:

1. All applications and records concerning an individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential and will not be open to examination for any purpose not directly connected with administration of such public social services.
2. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient. SUBCONTRACTOR agrees

to inform its employees, agents, subcontractors and partners that any person who knowingly and intentionally violates the provisions of State law is guilty of a misdemeanor.

3. SUBCONTRACTOR agrees that all information and records obtained in the course of providing services to project participants shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto and no such information may be relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated, GAIN contractors, as approved by the County, and organizations approved and designated by DPSS.

B. RECORDS RETENTION

SUBCONTRACTOR agrees to maintain all records pertaining to participant attendance for five years following the term of the subcontract agreement or until all pending Federal, State, COUNTY or INTERMEDIARY CONTRACTOR audits are completed, whichever is later. Upon request, the SUBCONTRACTOR shall make these records available to all authorized Federal, State, (including the Auditor General), COUNTY and INTERMEDIARY CONTRACTOR personnel. Such records shall be kept in the County of Los Angeles, State of California and be accessible to authorized Federal, State, COUNTY representatives, and representatives of INTERMEDIARY CONTRACTOR for the retention period specified herein.

IV. TERMINATION OF AGREEMENT

This agreement shall terminate on June 30, 2010 unless otherwise modified.

TERMINATION WITHOUT CAUSE

Either party may, at any time during the term of this agreement hereof, terminate it without cause by giving thirty (30) days written notice to the other party.

1. Should INTERMEDIARY CONTRACTOR give notice of termination, upon receipt, SUBCONTRACTOR shall immediately cease all work under this Subcontract, unless the notice otherwise expressly provides. In the event this Subcontract is terminated by SUBCONTRACTOR, it shall be deemed released from any liability for any work assigned but not completed as of the effective date of such termination.
2. Should SUBCONTRACTOR terminate this agreement, SUBCONTRACTOR shall defend, indemnify and hold INTERMEDIARY CONTRACTOR, its employees, officers and agents harmless from any and all claims of liability or damage against INTERMEDIARY CONTRACTOR resulting from such termination.

TERMINATION WITH CAUSE

INTERMEDIARY CONTRACTOR may immediately terminate this Agreement upon written notification to SUBCONTRACTOR without complying with Subsection A above for any of the following reasons:

1. If INTERMEDIARY CONTRACTOR determines that there is an immediate danger of injury to participant(s) or increased potential liability to INTERMEDIARY CONTRACTOR.
2. Violation by SUBCONTRACTOR of any term of this Subcontract.
3. Failure by SUBCONTRACTOR to accept and/or implement any additional conditions that may be required by law.

V. REQUIRED FORMS

SUBCONTRACTOR shall complete the forms listed on EXHIBIT 6, which is attached hereto, and is incorporated herein by reference, as if set forth in full. Such forms shall be completed according to the conditions hereinabove set forth, according to the conditions described in the Scope of Work, or as directed by INTERMEDIARY CONTRACTOR or the COUNTY. These forms shall be provided by either the INTERMEDIARY CONTRACTOR or a COUNTY Gain Service Worker.

VI. CONTRACT OBLIGATION

The signatories hereto assure that in providing activities for the CalWORKs/Greater Avenues for Independence (GAIN) program, Work Experience, and Work Study, they will comply with the terms set forth in this subcontract agreement including all Exhibits thereto, which collectively constitute the entire agreement.

VII - 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 herein have executed this Agreement as of the date first above written.

SUBCONTRACTOR

Organization

Authorized Signature

Name (please print)

Title

CITY OF HAWTHORNE

Jan Vogel, Director

APPROVED AS TO FORM:

Jack Ballas, Attorney at Law

EXHIBIT 1

WORK EXPERIENCE//WORK STUDY

STATEMENT OF WORK

General Description of Work Experience

Work Experience (WEX) is a GAIN work activities in which participants receive salaried or non-salaried work assignments with public, private for-profit or private non-profit organizations.

The goal of WEX is to prepare participants for permanent unsubsidized employment and self-sufficiency.

A WEX assignment should provide work behavior skills, acquisition of new skills, enhancement of existing or recently acquired skills and employment references to use when seeking salaried employment. A successful WEX work assignment will result in helping a participant transition to salaried employment.

Participation in WEX is limited to a period no longer than twelve (12) months.

General Description of Work Study

Work Study is a GAIN work assignment that provides part-time paid internships to CalWorks participants enrolled in Community Colleges to help offset college expenses at Public Agencies, assisting them in meeting their work requirements under Temporary Assistance for Needy Families Reauthorization (TANF) legislation. CalWorks participants earn \$10.00 per hour working at subcontracted agencies on or off campus for a period of time to be determined by the college and or County. Wages paid to participants will be paid by the Intermediary Contractor as Employer of Record. Worksites may be with public, private for-profit or private non-profit organizations.

General Provisions

- A. SUBCONTRACTOR shall ensure that a WEX/WS position will not be created as the result of, or may not result in:
1. The displacement of current employees, including overtime currently worked by these employees.
 2. The filling of established unfilled positions, unless the positions are unfunded in a public agency budget.
 3. The filling of positions which would otherwise be promotional opportunities for current employees.
 4. The filling of positions, prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.
 5. The filling of a position created by termination, layoff, or reduction in workforce.
 6. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific work site, or

the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs.

- B. SUBCONTRACTOR shall assist and encourage qualified WEX/WS participants to compete for job openings within the INTERMEDIARY CONTRACTOR'S organization.
- C. Public agency SUBCONTRACTORS shall ensure to the extent permitted under federal or state law, local ordinances, applicable bargaining agreements or personnel procedures, that time worked in the WEX/WS position will apply toward the participant's seniority, *if applicable* in merit system employment positions.
- D. Public agency SUBCONTRACTORS, to the extent possible, shall allow GAIN WEX/WS participants to participate in:
 - 1. Classified service examinations equivalent to the WEX/WS position.
 - 2. All open and promotional examinations for which experience in the position or other relevant experience would qualify the person to the extent permitted under federal or state law, local ordinances, applicable collective bargaining agreements, or personnel procedures.
- E. SUBCONTRACTOR shall provide WEX/WS assignments within the GAIN Priority Occupations, or the Los Angeles County growth occupations.
- F. SUBCONTRACTOR shall comply with the six month review requirements, if appropriate, consisting of a discussion with the GAIN Services Manager, participant's supervisor and participant regarding the assignment, the participant's progress in the assignment and job search activities.
- G. The California Department of Social Services (CDSS) contracts with the State Compensation Insurance Fund (SCIF) to administer the workers' compensation benefits to GAIN participants assigned to non-salaried WEX/WS activities.
- H. Subcontractor shall provide the same job safety and working conditions as provided to regular employees.
- I. Subcontractor shall supervise all participants at the Worksite and require participants conformance with Subcontractor's standard of conduct for agency personnel. Participants are not to be considered a part of the Subcontractor's personnel. Subcontractor shall provide an orientation to each participant prior to beginning work which includes worksite rules, procedures, participant responsibilities and reporting requirements.
- J. During the training period, Subcontractor shall expose participants to all customary and normal requirements of the job. Worksite shall provide enhanced training for participants, whenever necessary, to enable participants to master the job.
- K. Subcontractor shall provide facilities which are adequate to fulfill the requirements of this Agreement.
- L. Subcontractor shall Prepare and submit a bi-weekly evaluation and discuss the evaluation with participants.

- M. Subcontractor shall notify Intermediary Contractor immediately of any changes in designation of personnel who will be supervising participants. This includes temporary designations of more than 2 days duration.
- N. Subcontractor shall allow release time for counseling, educational training and other related activities only with written authorization from a GAIN Service Worker (GSW).
- O. Subcontractor shall adhere to policies and rules as discussed in the Supervisor Handbook.
- P. Subcontractor shall fully cooperate with authorized representatives of the Intermediary Contractor, County, State and Federal governments including independent auditors. In particular, cooperation is required with respect to those representatives seeking to interview any program participant or staff member of the Subcontractor, as well those representatives who evaluate, inspect and/or monitor facilities and operations of the Subcontractor that are directly involved in the implementation of programs funded through this Agreement, including program records.
- Q. Subcontractor shall provide an orientation to participants that explains the program's purpose, applicable procedures, and the right to file a grievance in accordance with County regulations.
- R. Should Subcontractor employ a participant as staff, then said participant shall cease to be a participant in the WEX/WS programs.
- S. Subcontractor shall provide Worksite supervisors with appropriate written materials describing the tasks necessary for the performance of his/her duties, including a copy of this Agreement and CS/WEX/WS regulations and policies.
- T. Subcontractor shall assist the Worksite supervisor in resolving any problems concerning the participant's performance on the job.
- U. **In the event of injury or death of a GAIN participant** in a WEX/WS assignment, the SUBCONTRACTOR shall immediately contact: The City of Hawthorne, Job Training and Development Dept. (JTDD)-GAIN, at (310) 970-7796 within 24 hours of occurrence or knowledge of occurrence.

SUBCONTRACTOR shall also:

- Provide the injured participant with State Compensation Insurance Form (SCIF) 3301.
- Complete SCIF Form 3367.
- Obtain completed SCIF Form 3301 from participant and submit Forms 3301 and to, GAIN Intermediary Contractor, City of Hawthorne, 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA. 90250.

In the event of extreme injury or death of a GAIN participant immediately contact:

Tracey Atkins, GAIN Coordinator
South Bay Workforce Investment Board

**11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
(310) 970-7796**

and

**Lorraine Sinelkoff, CalWORKs/GAIN Program Contract Administrator
Los Angeles County Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
(562) 908-5863**

- V. During the assigned work period, the SUBCONTRACTOR shall provide each participant with:
1. Instruction as well as reasonable and proper supervision regarding duties/work activities.
 2. Safety instructions and equipment necessary for protection against injury and damage, in accordance with OSHA guidelines.
 2. The same working conditions as employees similarly employed, e.g., coffee breaks, lunch breaks.

Special Provisions

- A. *INTERMEDIARY CONTRACTOR has contracted with the COUNTY to serve as Employer of Record for the Transitional Subsidized Employment project. SUBCONTRACTOR agrees to provide services specifically related to the Transitional Subsidized Employment program, including but not limited to the following:*
1. *Maintain participant Time Sheets and forward them to INTERMEDIARY CONTRACTOR or other agent on a bi weekly basis.*
 2. *Distribute paychecks delivered by INTERMEDIARY CONTRACTOR for distribution to participants participating in the Transitional Subsidized Employment program.*
 3. *Maintain a signature log recording the distribution of paychecks to participants.*
 4. *Immediately inform INTERMEDIARY CONTRACTOR and the participant's GAIN SERVICE WORKER should the participant ceases to attend, withdraws from, or is terminated from his/her assignment.*
 5. Provide documentation to account for the 20% match contribution for American Recovery and Reinvestment Act Funds via the Worksite Certification In-Kind Claim Form.

Tracking and Reporting

INTERMEDIARY CONTRACTOR shall supply necessary CalWORKs/GAIN forms.

SUBCONTRACTOR shall comply with WEX/WS tracking and reporting requirements and instructions for completing forms referenced in EXHIBIT 6 hereto.

- A. SUBCONTRACTOR shall complete a WEX/WS enrollment appointment for GAIN participants by telephone when contacted by a GSW. Participants will be referred by the GSW on Service Provider Referral Form GN 6006. The referral form will contain the name and telephone number of the GSW.
- B. SUBCONTRACTOR shall complete as appropriate (entering the planned completion date) the GN 6006 referral form and mail the original completed, signed and dated to the GSW within eight (8) workdays after the receipt of same.
- C. SUBCONTRACTOR shall mail a copy of the GN 6006 to the CONTRACTOR, City of Hawthorne-GAIN, 11539 Hawthorne Blvd., 5th Fl., Hawthorne, CA 90250.
- D. Upon enrollment in a WEX/WS assignment, SUBCONTRACTOR shall complete in triplicate a Job Specification Sheet. A copy of this Job Specification Sheet shall be mailed to the GSW attached to the GN 6006, a copy shall be given to the participant, and a copy shall be retained in the file.
- E. SUBCONTRACTOR shall reschedule the enrollment date when requested to do so by the GAIN participant or the GSW. When the enrollment date is rescheduled, confirmation of the new enrollment will be made by a telephone call to the GSW within one (1) workday. SUBCONTRACTOR shall refer back to the GSW any participant who contacts the SUBCONTRACTOR after SUBCONTRACTOR has reported the participant's failure to keep the appointment.
- F. SUBCONTRACTOR shall notify the GSW within five (5) workdays of any change in circumstances that will affect program participation on the Notification of Change from Service Provider (GN 6007B), including, but not limited to the following:
 - 1. Prior to the scheduled start date and time, the participant called and re-scheduled the appointment.
 - 2. The participant did not keep the scheduled appointment to enroll in or to start the WEX/WS assignment;
 - 3. The WEX/WS assignment is completed.
 - 4. The participant obtains employment; during or immediately after the WEX/WS assignment.
 - 5. The participant refuses employment.
 - 6. The participant fails to attend or to satisfactorily progress in his/her WEX/WS assignment.

7. The participant needs a change in supportive services.
 8. Any other change relevant to GAIN and/or CalWORKs case.
- G. If SUBCONTRACTOR determines that the given WEX/WS work/training assignment is inappropriate for a participant, SUBCONTRACTOR's recommendation for change in assignment must be made within thirty (30) workdays from the program start date. Recommendations for change must be made via the GN 6007B form.
- H. SUBCONTRACTOR shall cancel or stop WEX/WS as requested by County on Service Provider Cancellation/Stop Notice (GN 6011).
- I. Each and every quarterly period, or at the midpoint, if the training program is less than three months, SUBCONTRACTOR is required to complete a Progress/Attendance Report (GN6070) provided by the GAIN participant. The completed GN6070 shall be returned to the GSW by either the participant or SUBCONTRACTOR.

EXHIBIT 2

**SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION:

Your Community Service (CS)/Work Experience (WEX) Work Study (WS) provider, _____, has entered into an agreement with the City of Hawthorne’s Job Training and Development Department (hereinafter referred to as the “Intermediary Contractor”) to provide various services to the Intermediary Contractor and the County of Los Angeles. As a result, your signature is required on this Subcontractor Employee Acknowledgment and Confidentiality Agreement.

PARTICIPANT ACKNOWLEDGMENT

I understand that _____ is my sole CS/WEX/WS provider for purposes of this training.

I rely exclusively upon GAIN/CalWORKs and Intermediary Contractor for payment of salary and any and all other benefits payable to me or on my behalf during the period of this CS/WEX/WS training.

I understand and agree that I am not an employee of the INTERMEDIARY CONTRACTOR or of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the INTERMEDIARY CONTRACTOR or the County of Los Angeles during the period of this CS/WEX/WS training.

I understand and agree that I do not have nor will I acquire any rights or benefits pursuant to any agreement between my CS/WEX/WS training provider, _____ and the INTERMEDIARY CONTRACTOR or the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

As a CS/WEX/WS participant of _____ you may be involved with work pertaining to County Services and if so, you may have access to confidential data pertaining to persons and or other entities who receive services from the County of Los Angeles. The County of Los Angeles and all of its contractors and subcontractors have a legal obligation to protect all confidential data, especially data concerning welfare recipient records. Since you may be involved with work with welfare recipients, the County must ensure that you, too, will protect the confidentiality of data. You must sign this confidentiality agreement as a condition of your work assignment to be provided to _____ for the County of Los Angeles and/or the Intermediary Contractor.

Please read the Contractor/Subcontractor Participant Acknowledgment and Confidentiality Agreement carefully and take your time to consider it before signing.

I hereby agree that I will not divulge to any unauthorized personal data obtained while assigned at this work site pursuant to the agreement between _____ and the INTERMEDIARY CONTRACTOR or the County of Los Angeles.

I agree to report any and all violations of the above by any other person and/or by myself to any immediate supervisor and I agree to ensure that said supervisor reports such violation to the County of Los Angeles Department of Public Social Services. I agree to return all confidential materials to my immediate supervisor upon termination of my CS/WEX training with or completion of the presently assigned work tasks, whichever occurs first.

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

CS/WEX/WS PARTICIPANT: _____
Signature Date

Print-Name

EXHIBIT 3

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Welfare-to-Work Division

AGENCY RATING SYSTEM

Agency Name

SERVICES OFFERED BY YOUR AGENCY	YES	NO
Job Placements within the organization that are permanent positions.		
On-Site classroom education & training to supplement working hours.		
Guidance and Counseling with direct supervision.		
Develops individualized learning plan with the participant.		
Site is easily accessible by Public Transportation.		
Assist with Job Search placements.		
Intermediate Hard Skills Training (e.g., Data Processing)		
Advance Hard Skills Training (e.g., Pharmacy Tech, Computer Programmer)		
Mentoring.		
<u>Training for a Job/Occupation with a Prevailing Wage of:</u>		
\$ 8 - \$ 8.99		
\$ 9 - \$ 9.99		
\$ 10 and above w/specialized training (specify)		
Open Saturdays / Sundays.		
Work with participants in languages other than English.		

EXHIBIT 4

CERTIFICATION OF NON-DISCRIMINATION

Subcontractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

SUBCONTRACTOR'S CERTIFICATION

(circle one)

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

Name and Title of Signatory (please print)

Signature Date

EXHIBIT 6

GAIN REQUIRED FORMS FOR WEX/WS SUBCONTRACTORS

Sample forms included in this section are to be completed or processed by SUBCONTRACTOR according to the terms and conditions hereinabove set forth or as directed by INTERMEDIARY CONTRACTOR or the COUNTY. The forms will be provided by either the INTERMEDIARY CONTRACTOR or the COUNTY GAIN service worker.

Forms to be completed or processed by SUBCONTRACTOR include but are not limited to:

1. GN 6006-Service Provider Referral
2. GN 6007B-Notification of Change From Service Provider
3. GN 6070-Progress/Attendance Report
4. WEX/CS Job Specification Sheet
5. GN 6011, Service Provider Cancellation/Stop Notice
6. State of California Insurance Forms-SCIF 3367 and SCIF 3301
7. Worksite Certification In-Kind Claim Form