

South Bay Cities Council of Governments

August 22, 2019

TO: SBCCOG Board of Directors
FROM: Jacki Bacharach, SBCCOG Executive Director
RE: SBWIB Agreement for Temporary Employees

Adherence to Strategic Plan

Goal D: Organizational Stability. Be a high performing organization with a clear path to long-term financial health, staffing continuity and sustained board commitment.

BACKGROUND

The agreement that we have had with the South Bay Workforce Investment Board for hiring temporary employees (e.g. receptionist) was for three years and expired in March, 2019. In order for us to continue to benefit from the SBWIB's program in which we hire a temporary employee and the SBWIB pays the salary, we need to renew the agreement for another three years. The language in the new agreement is the same as what was used in the 2016 agreement.

DISCUSSION

The SBCCOG has received great value over the years from our participation in this program. We have had some excellent employees and when the temporary period was over for our last one, we hired her.

RECOMMENDATION:

That the SBCCOG Board approve a new agreement with the SBWIB which will expire June 30, 2022.

Please note that the agreement which is 25 pages is in the packet on the website but for the meeting, there will be one copy in the room for anyone who wants to review it.

Contract No. 19 – WXXX
California Work Opportunity and Responsibility to Kids (CalWORKs)
Greater Avenues for Independence (GAIN)
General Relief Opportunities for Work (GROW)
LA County Department of Children and Family Services (DCFS)
Work Experience/Work Study/Community Service Combined Agreement

<i>INTERMEDIARY CONTRACTOR:</i> South Bay Workforce Investment Board, Inc.	<i>CONTACT PERSON:</i> JAN VOGEL	<i>TELEPHONE NO.:</i> 310.970.7700
<i>ADDRESS:</i> 11539 HAWTHORNE BLVD., STE. 500 HAWTHORNE, CA 90250	<i>EMAIL:</i> JVOGEL@SBWIB.ORG	<i>FAX NO.:</i> 310.970.7711
<i>CONTRACTOR:</i> SOUTH BAY CITIES COUNCIL OF GOVERNMENTS	<i>CONTACT PERSON:</i> JACKI BACHARACH EXECUTIVE DIRECTOR	<i>TELEPHONE NO.:</i> 310.371.7222
<i>CONTRACTOR ADDRESS:</i> 20285 So. WESTERN AVE., STE. 100 TORRANCE, CALIFORNIA 90501	<i>EMAIL:</i> jacki@southbaycities.org	<i>FAX NO.:</i>

This Subcontract Agreement is entered into this 1st day of **March 2019**, between the South Bay Workforce Investment Board, Inc. on behalf of the City of Inglewood, hereinafter referred to as INTERMEDIARY CONTRACTOR, and the **South Bay Cities Council of Governments**, hereinafter referred to as SUBCONTRACTOR.

Recitals:

This contract is a subcontract under the terms of a Prime Contract 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. The contract 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/GROW/DCFS Programs 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/GROW/DCFS directives. INTERMEDIARY CONTRACTOR will notify SUBCONTRACTOR of any

CalWORKs/GAIN/GROW/DCFS directives in writing upon receiving said CalWORKs/GAIN/GROW/DCFS directives from the COUNTY. 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.

For this agreement, if applicable, Community Service (CS) is a non-salaried activity performed by the eligible participants in the public or private non-profit sector under the close supervision of a community service provider. Community Service activities are intended to provide participants with necessary job skills that can lead to full-time unsubsidized employment and self-sufficiency.

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, 2022. Both parties shall perform and complete services for those activities covered by this subcontract until this subcontract expires or is 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, Inc.
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:

Name, Title:	Jacki Bacharach / Executive Director
Organization:	South Bay Cities Council of Governments
Street:	20285 South Western Avenue, Suite 100
City/State/Zip:	Torrance, California 905014
Phone No:	310. 371.7222

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 that 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.

F. 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. 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 CONTRACTOR, 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 South Bay Workforce Investment Board, Inc."

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.

H. PUBLIC ENTITY EVIDENCE OF INSURANCE

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

I. 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.

J. 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.

K. 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) or DCFS Counterpart within three (3) workdays after discovery.

L. EARNED INCOME TAX CREDIT (EITC)

SUBCONTRACTOR shall notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

M. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

SUBCONTRACTOR acknowledges that the County of Los Angeles takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). SUBCONTRACTOR further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. SUBCONTRACTOR and its employees acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

N. CONSIDERATION OF GAIN OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should SUBCONTRACTOR require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in Los Angeles County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet SUBCONTRACTOR minimum qualifications for the open position. For this purpose, consideration shall mean SUBCONTRACTOR will interview qualified candidates.

O. SAFELY SURRENDER BABY LAW

SUBCONTRACTOR acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby law. SUBCONTRACTOR understands that it is County's policy to encourage all Contractors and Subcontractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at SUBCONTRACTOR's place of business. INTERMEDIARY CONTRACTOR will supply CONTRACTOR with the poster to be used.

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.

INTERMEDIARY CONTRACTOR is required to conduct an investigation of civil rights complaints received from GAIN/GROW/DCFS 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/GROW/DCFS 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 GAIN/GROW/DCFS participants. Employees must be notified of the following:

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

Grievance procedures for both the Work Experience and Work Study programs are available through the South Bay Workforce Investment Board, 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 South Bay Workforce Investment Board- (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 as applicable, 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
8. Fair Labor Standards Act
9. Applicable Child Labor Laws
10. California Education Code
11. Workforce Innovation and Opportunity Act

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

SUBCONTRACTOR warrants and certify that to the best of its knowledge that it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206, unless Contractor qualifies for an exemption or exclusion.

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, employees or participants.

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) and Department of Children and Family Services

(DCFS) so designated, GAIN/DCFS contractors, as approved by the County, and organizations approved and designated by DPSS/DCFS.

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

A. 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.

B. 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.
4. If funding is not available to INTERMEDIARY CONTRACTOR through the County of Los Angeles.

V. REQUIRED FORMS

Prior to execution of the agreement, SUBCONTRACTOR shall complete the TSE – Work Experience Worksite Information Sheet, attached hereto as EXHIBIT 3. The Worksite Information sheet is used to instruct referring agencies as to the worksite location, number of positions requested and type of participant SUBCONTRACTOR is requesting. SUBCONTRACTOR shall complete a Worksite Information Sheet for each location or department within the organization that wishes to host participants.

When necessary, SUBCONTRACTOR shall complete the forms listed on EXHIBIT 4. Such forms shall be completed 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 the INTERMEDIARY CONTRACTOR or a COUNTY Gain Service Worker/DCFS Case Worker when needed to ensure program integrity.

VI. CONTRACT OBLIGATION

The signatories hereto assure that in providing activities for the CalWORKs/Greater Avenues for Independence (GAIN) /Department of Children and Family Service (DCFS), Work Experience, Work Study and/or Community Service programs, 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.

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IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first above written.

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
SUBCONTRACTOR**

Authorized Signature

Christian Horvath

Name (please print)

CHAIR

Title

SOUTH BAY WORKFORCE INVESTMENT BOARD, Inc.

Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

Jack Ballas, Attorney at Law

EXHIBIT 1

WORK EXPERIENCE//WORK STUDY/Community Service

STATEMENT OF WORK

General Description of Work Experience

Work Experience (WEX) is a GAIN//GROWDCFS work activity 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, but may be limited to shorter durations depending upon program goals and funding considerations.

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 minimum wage (or more) at subcontracted agencies on or off campus for a period of time to be determined by the college/County. Community Colleges will fund a portion of the hourly wage with the County to fund the remaining percentage and employer taxes. 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 Description of Community Service

Community Service is a non-salaried work activity performed eligible CalWORKS participants in the public or private non-profit sector. While fulfilling an unmet community need, they are intended to provide participants with jobs skills training that may lead to full-time unsubsidized employment and self-sufficiency.

General Provisions

- A. SUBCONTRACTOR shall ensure that a WEX/WS/CS 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/CS participants to compete for job openings within the SUBCONTRACTOR'S organization.
- C. Public agency SUBCONTRACTORS shall ensure to the extent permitted under federal or state law, local ordinances, and applicable bargaining agreements or personnel procedures, that time worked in the WEX/WS/CS 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/GROW/DCFS WEX/WS/CS participants to participate in:
1. Classified service examinations equivalent to the WEX/WS/CS 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. Upon request SUBCONTRACTOR shall provide WEX/WS/CS assignments within the GAIN Priority Occupations, or the Los Angeles County growth occupations, or such other documentation from the Bureau of Labor Statistics.
- F. SUBCONTRACTOR shall comply with a six month review requirement, 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/CS activities.
- H. Subcontractor shall provide a safe and healthy work environment with the same job safety and working conditions as provided to regular employees.

- I. Subcontractor shall supervise all participants at the Worksite at all times and require participant 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/conduct, 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. Additionally Subcontractor shall designate a qualified alternate supervisor who has received a Work Experience Program Supervisor Orientation to supervise the participant(s) if the regular supervisor is absent. The Worksite must advise Intermediary Contractor if a new supervisor is assigned to the participants.
- N. Subcontractor shall allow release time for counseling, educational training, unsubsidized job interviews and other related activities only with written authorization from Intermediary Contractor or County Representative.
- O. Subcontractor shall adhere to policies and rules as discussed in the Supervisor Handbook. The Supervisor Handbook will be provided to Subcontractor upon execution of this agreement.
- 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. While investigating any and all complaints that may arise during the term in which this agreement is in effect, Intermediary Contractor reserves the right to enter Contractor's facilities unannounced during business hours to observe Contractor's operations.
- 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/CS 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 WEX/WS/CS 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/CS assignment, the SUBCONTRACTOR shall immediately contact: South Bay Workforce Investment board – GAIN Unit, 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, SBWIB/City of Inglewood, 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA. 90250.

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

**Tracey Atkins, Program Manager
South Bay Workforce Investment Board
11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
(310) 970-7796**

and

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

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

**Tracey Atkins, Program Manager
South Bay Workforce Investment Board
11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
(310) 970-7796**

and

**Wendy Luke, Division Chief
Los Angeles Department of Children and Family Services**

**3530 Wilshire Blvd., Ste. 400
Los Angeles, CA 90010
(213) 351-0102**

- 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.
 3. 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. If necessary, Distribute paychecks delivered by INTERMEDIARY CONTRACTOR to participants participating in the Transitional Subsidized Employment program.
 3. Maintain a signature log recording the distribution of paychecks to participants.
 4. Immediately inform referral agency, INTERMEDIARY CONTRACTOR and the participant's GAIN Service Worker/DCFC Case Worker should the participant ceases to attend, requires corrective measure, withdraws from, or is terminated from his/her assignment.

Tracking and Reporting

INTERMEDIARY CONTRACTOR, the COUNTY or authorized referral agent shall supply all necessary CalWORKs/GAIN/GROW/DCFS forms.

SUBCONTRACTOR shall comply with WEX/WS/CS tracking and reporting requirements and instructions for completing forms referenced in EXHIBIT4 hereto.

- A. SUBCONTRACTOR shall schedule a WEX/WS/CS enrollment appointment for GAIN/GROW/DCFS participants by telephone when contacted by an authorized referral agent/GSW. GAIN Participants (only) 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. If requested, SUBCONTRACTOR shall mail a copy of the GN 6006 to the INERMEDIARYY CONTRACTOR, South Bay Workforce Investment Board - GAIN, 11539 Hawthorne Blvd., 5th Fl., Hawthorne, CA 90250.
- D. Upon enrollment in a WEX/WS/CS assignment, SUBCONTRACTOR shall complete 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, GSW or authorized referral agent. If an enrollment date is rescheduled, confirmation of the new enrollment will be made by a telephone call to the authorized referral agent/GSW within one (1) workday. SUBCONTRACTOR shall refer back to the authorized referral agent/GSW any participant who contacts the SUBCONTRACTOR after SUBCONTRACTOR has reported the participant's failure to keep the appointment.
- F. SUBCONTRACTOR shall notify the authorized referral agent/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 for GAIN Participants only), 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/CS assignment;
 - 3. The WEX/WS/CS assignment is completed.
 - 4. The participant obtains employment; during or immediately after the WEX/WS/CS assignment.
 - 5. The participant refuses employment.
 - 6. The participant fails to attend or to satisfactorily progress in his/her WEX/WS/CS assignment.
 - 7. The participant needs a change in supportive services.
 - 8. Any other change relevant to CalWORKS, GAIN and/or DCFS case.
- G. If SUBCONTRACTOR determines that the given WEX/WS/CS 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 (GAIN Participant only.)

- H. SUBCONTRACTOR shall cancel or stop WEX/WS/CS 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
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

The City of Inglewood, on behalf of the South Bay Workforce Investment Board, Inc., hereinafter referred to as SBWIB, has entered into a contract with the County of Los Angeles hereafter known as County to provide various services for participants in the Greater Avenue for Independence (GAIN) Program. As a result, your signature is required on this Subcontractor Employee Acknowledgement and Confidentiality Agreement.

As part of your employment, you may be involved with work pertaining to COUNTY services and have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY, which has a legal obligation to protect all such data, including welfare recipient records. If you are to be involved in such work, the COUNTY must ensure that you will protect the confidentiality of all data and requires that you consider and sign this confidentiality agreement as a condition of your work.

EMPLOYEE ACKNOWLEDGEMENT

I understand and agree that my employer is my sole employer for purposes of employment. I rely exclusively upon it for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment. I am not an employee of SBWIB/COUNTY for any purpose. I do not have and will not acquire any rights or benefits of any kind from SBWIB/COUNTY during the period of this employment, and do not have, and will not acquire, any rights or benefits pursuant to any agreement between SBWIB/COUNTY.

CONFIDENTIALITY REPORT

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between SBWIB/COUNTY. I will forward all requests for the release of information received by me to my immediate supervisor, ensure that said supervisor reports such violation to SBWIB/COUNTY, and return all confidential materials to my immediate supervisor upon termination of my employment or completion of the presently assigned work tasks, whichever occurs first.

I understand that a violation of this agreement and acknowledgement may subject me to civil and/or criminal action and that SBWIB/COUNTY may seek all possible legal redress.

Name: _____
(Signature)

Name: _____
(Print)

Date: _____

Position: _____
(print)

EXHIBIT 3

**TSE - WORK EXPERIENCE
WORKSITE INFORMATION SHEET**

Name of Agency: South Bay Cities Council of Governments

Primary Worksite Address: 20285 S. Western Ave., #100, Torrance, CA 90501

Phone No: (310) 371-7222

Fax: _____

Primary Contact/Title: Kim Fuentes

Email: kim@southbaycities.org

Secondary Contact/Title: Brooke Heri

Email: brooke@southbaycities.org

Worksite Supervisor/Title: Kim Fuentes

Phone No: (310) 371-7222, Ext. 203

Fax: _____

Number of Positions Available: 1

Which category do available positions fall under?



Clerical



Maintenance

Title of positions: Office Assistant

Position Duties: General office, meeting, and event support; typing; record keeping; assembling information from various sources; tabulating data

Please list any automatic bars from hiring?

EXHIBIT 4

GAIN REQUIRED FORMS FOR WEX/WS/CS 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, authorized referral agent, or the COUNTY GAIN service worker as needed.

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 Information Sheet
8. Youth Report to Work Form