



Contract No. 22 –  
**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**

|                                                                                                                         |                                                                                       |                                                 |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>South Bay Workforce Investment Board, Inc. (SBWIB, Inc.)</b>                                                         | <i>CONTACT PERSON:</i><br><br><b>JAN VOGEL</b>                                        | <i>TELEPHONE NO:</i><br><br><b>310.970.7700</b> |
| <i>ADDRESS:</i><br><b>11539 HAWTHORNE BLVD., STE. 500<br/>HAWTHORNE, CA 90250</b>                                       | <i>EMAIL:</i><br><a href="mailto:JVOGEL@SBWIB.ORG">JVOGEL@SBWIB.ORG</a>               | <i>FAX NO:</i><br><b>310.970.7711</b>           |
| <i>SUBCONTRACTOR:</i><br><br><b>CITY OF CARSON</b>                                                                      | <i>CONTACT PERSON:</i><br><br><b>DAVID C. ROBERTS, JR., CITY<br/>MANAGER</b>          | <i>TELEPHONE NO:</i><br><br><b>310-952-1728</b> |
| <i>SUBCONTRACTOR ADDRESS:<br/>(PRINCIPAL PLACE OF BUSINESS)</i><br><br><b>701 E. CARSON STREET<br/>CARSON, CA 90745</b> | <i>EMAIL:</i><br><br><a href="mailto:DROBERTS@CARSONCA.GOV">DROBERTS@CARSONCA.GOV</a> | <i>FAX NO:</i>                                  |

This Subcontract Agreement is entered into to be effective as of the date of its execution by both parties, between **South Bay Workforce Investment Board, Inc. (SBWIB, INC.)**, a California non-profit public benefit corporation who serves as the Intermediary Contractor on behalf of the City of Inglewood, hereinafter referred to as SBWIB, INC., and **City of Carson**, a California charter city, 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 SBWIB, INC., 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/PROBATION Programs hereunder, referred to by individual program names or collectively as Transitional Subsidized Employment Programs, SUBCONTRACTOR shall conform to the provisions set forth in this

**EXHIBIT NO. 1**

subcontract agreement, including any and all Exhibits hereto and all current and future CalWORKs/GAIN/GROW/DCFS/PROBATION directives. SBWIB, INC., will notify SUBCONTRACTOR of any CalWORKs/GAIN/GROW/DCFS/PROBATION directives in writing upon receiving said 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 paid or nonpaid 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. The employment is temporary and the worksite is not expected to retain the participant beyond the work-experience assignment.

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-experience assignment.

For this agreement, if applicable, Community Service (CS) is a paid or nonpaid activity performed by 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. Additionally, SBWIB, Inc. shall comply with the requirements in EXHIBIT 1 specified for SBWIB, Inc. as if set forth in full herein.

### **B. TERM OF AGREEMENT**

The term of this agreement shall be effective from the date of its execution by both parties through June 30, 2024. SBWIB, Inc. shall have the sole option to extend this Contract for a one-year period. 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 SBWIB, INC., shall be delivered or mailed to the parties as follows:

**Mr. Jan Vogel, Chief Executive Officer  
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:

**David C. Roberts, Jr. , City Manager  
City of Carson  
701 E. Carson Street  
Carson, CA 90745  
310-952-1728**

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.

### **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 SBWIB, INC., and the COUNTY.

### **G. INSURANCE**

SUBCONTRACTOR agrees to maintain in force at all times Comprehensive General Liability Insurance that willfully protects the SUBCONTRACTOR, SBWIB, INC., AND

COUNTY from claims arising out of any act or liability laws. All insurance policies required under this agreement shall stipulate that SBWIB, INC., its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives and COUNTY, its Special Districts, officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives be named as additional insured and that SBWIB, INC., 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 SBWIB, INC., shall deliver to SBWIB, INC., a current certificate evidencing the required insurance coverages, secured through carriers reasonably satisfactory to SBWIB, INC. 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", "non-owned", "leased" or "hired" 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 SBWIB, INC., 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. SUBCONTRACTOR shall implement and engage in interactive processes as required under the American Disability Act and make an effort to provide reasonable accommodations to participants who may be injured while completing their assignment, as applicable.

The parties hereto further agree and recognize that though SUBCONTRACTOR maintains sole discretion and authority over participants' daily assignments and activities, the participants are enrolled in a work-experience training program for which their participation is not equal to that of a standard employee of the SUBCONTRACTOR while enrolled in the program and; therefore, are not entitled to benefits as SUBCONTRACTOR's direct employees, including, but not limited to, unemployment insurance, state disability, or health insurance.

#### **H. PUBLIC ENTITY EVIDENCE OF INSURANCE**

Subject to review and approval by SBWIB, INC'S counsel, SBWIB, INC., 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 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 and child abuse discovered by SUBCONTRACTOR. Welfare fraud is specified in the State Operations Manual, Section 20000, and child abuse is specified in Penal Code 11166 and 11167. Reports shall be made telephonically 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. 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.

**M. 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, SUBCONTRACTOR 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.

## **II. COMPLIANCE**

### **A. CIVIL RIGHTS**

SUBCONTRACTOR shall ensure that services and benefits are provided without regard to race, color, religion, sex, sexual orientation or identity, age, national origin, political affiliation, marital or pregnancy 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.

SBWIB, INC., is required to conduct an investigation of civil rights complaints received from GAIN/GROW/DCFS/PROBATION participants against SUBCONTRACTOR. SUBCONTRACTOR agrees that its staff shall be available at times agreeable to both parties to consult with SBWIB, INC's staff as needed.

### **B. UNION NOTIFICATION**

SUBCONTRACTOR shall ensure that labor unions and non-union employees are notified that GAIN/GROW/DCFS/PROBATION participants are working or otherwise participating at specified work locations.

### **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 VARIOUS LAWS**

SUBCONTRACTOR shall comply with all applicable laws, rules, regulations, requirements, ordinances, and orders existing during the term of this Contract, including obtaining and maintaining all necessary permits, licenses and insurance. SUBCONTRACTOR acknowledges and warrants that it is or will make itself, through its Directors and Managers, knowledgeable of pertinent employment and labor laws and all other regulations or requirements having the force of law that impacts the operations of the Subcontractor's facilities, including laws governing building codes and regulations, hazardous materials, historic preservations, environmental impacts and all provisions required thereby to be included herein, and are hereby incorporated by this reference. These shall further include, as applicable, but not to limited to the following:

- 1. Fair Labor Standards Act (1938)
- 2. Title VII of the Civil Rights Act (1964)
- 3. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
- 4. Americans with Disabilities Act (ADA)
- 5. Family and Medical Leave Act (1993)
- 6. Occupational Safety and Health Act (1970), as amended
- 7. State Department of Social Services Manual of Policies and Procedures

8. Social Security Act
9. Applicable Child Labor Laws
10. Workforce Innovation and Opportunity Act
11. Family Economic and Security Act
12. California Education Code
13. CalWORKs and GAIN Policy

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.

**F. HOLD HARMLESS**

SUBCONTRACTOR shall indemnify, defend, and hold harmless the SBWIB, INC., the COUNTY, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives from and against any and all loss, damage, expense, or indebtedness resulting there from, relating to, or arising out of, by reason of, or in any way connected with wrongful or negligent acts, or any act, error or omission directly or indirectly connected or attributable to the services, performance and disbursement and use of County funds relating to this agreement by the SUBCONTRACTOR, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives in performing or failing to perform any services required herein to be performed.

SBWIB, INC., shall indemnify, defend, and hold harmless the SUBCONTRACTOR, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives from and against any and all loss, damage, expense, or indebtedness resulting there from, relating to, or arising out of, by reason of, or in any way connected with wrongful or negligent acts, or any act, error or omission, directly or indirectly, connected or attributable to the services, performance or disbursement and use of County funds relating to this agreement, by SBWIB, INC., its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives.

**G. STANDARD OF CARE**

In carrying out the provisions of this Agreement, the SUBCONTRACTOR shall act with reasonable care and diligence and in good faith, without negligence, fraud, misconduct, or any act presented in bad faith or willful omission.

**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, disclose, use, 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 program 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 AND EXAMINATION**

SUBCONTRACTOR agrees to retain, protect, and maintain in an accessible location all records and correspondence, internal memoranda, participant files, including attendance records or notes in paper, computer or electronic form, which relates to this Contract and its participants, or any document that may be considered physical evidence for five years following the term of the subcontract agreement or until all pending Federal, State, COUNTY or SBWIB, INC., audits are completed, whichever is later.

Upon request, the SUBCONTRACTOR shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized personnel of SBWIB, INC., or representatives, including Federal, State, (including the Auditor General), and COUNTY 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 SBWIB, INC., for the retention period specified herein. Any transfers of the records, reports, beyond the boundaries of the County of Los Angeles shall require prior written approval by SBWIB, INC.

In the event that any audit, litigation or claim remains unresolved, SUBCONTRACTOR agrees to retain all such records, reports, participant files, other documentation and physical evidence beyond the five-year period, until all such litigation, audits, and claims have been resolved. If the SUBCONTRACTOR ceases operations prior to five (5) years from the beginning date of the term of this Agreement or before all litigation, audits and claims have been resolved, the SUBCONTRACTOR shall provide the name, address, and telephone number of the SUBCONTRACTOR's representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract.

#### **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.

Should SBWIB, INC., give notice of termination, upon receipt, SUBCONTRACTOR shall immediately cease all work under this Subcontract, unless the notice expressly states otherwise. 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.

##### **B. TERMINATION WITH CAUSE**

SBWIB, INC., may immediately terminate this Agreement upon written notification to SUBCONTRACTOR without complying with Subsection A above for any of the following reasons:

1. If SBWIB, INC., determines that there is an immediate danger of injury to participant(s) or increased potential liability to SBWIB, INC.,
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 SBWIB, INC., through the County of Los Angeles.

## **V. FORCE MAJEURE**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by Force Majeure. Force Majeure, for purposes of this agreement, is defined as any unforeseeable circumstance that prevents, restricts, interferes with either party from fulfilling the terms of this contract, whether it be by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war; terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency or intergovernmental body other than a party hereto; extreme weather, natural disaster or any other superior force, act or condition that cannot be reasonably anticipated or controlled by either party hereto.

The party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such material prevention, restriction, or interference; provided that the party so affected shall use its best efforts under the circumstances to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

## **VI. 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 SBWIB, INC., or the COUNTY. These forms shall be provided by either SBWIB, INC., or a COUNTY Gain Service Worker/DCFS Case Worker when needed to ensure program integrity.

## **VII. 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), Los Angeles County Probation, 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.

### **VIII. 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 set forth below.

**SUBCONTRACTOR**

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Authorized Signature

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David C. Roberts, Jr. (please print)

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City Manager, City of Carson

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

**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.**

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**Jan Vogel, Chief Executive Officer**

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

**APPROVED AS TO FORM:**

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**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/GROW/DCFS/PROBATION work activity in which participants receive paid or non-paid work assignments with public, private for-profit or private non-profit organizations. The goal of WEX is to promote the gain of new skills, aid in the development of good working habits, provide exposure to professional networks, and present participants with the opportunity to gain knowledge and competencies that will increase their potential for achieving successful unsubsidized employment.

A WEX assignment should aim to improve work behavior skills, encourage the acquisition of new skills, enhance existing or recently acquired skills and assist with the development of employment references for the participant to use when seeking employment. The successful completion of a WEX work assignment may lead the participant to securing full-time unsubsidized employment and, ultimately, self-sufficiency.

Participation in WEX is limited to a period of eight (8) to twelve (12) months, 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 no less than minimum wage 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. Internship payments for participants will be issued by SBWIB, INC., as Administrative 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-paid work activity performed by eligible CalWORKs participants in the public or private non-profit sector. While fulfilling an unmet community need, community service, if successfully completed, is intended to provide participants with the job-skills and training that may lead the participant to securing full-time unsubsidized employment and, ultimately, 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. Subcontractors shall assist and encourage qualified WEX/WS/CS participants to compete for job openings within the Subcontractor's organization, while reiterating or explaining the program's purpose, including providing the participant with a clear understanding that unsubsidized employment is not guaranteed and consideration of such option is contingent upon the participant's successful completion of the program, amongst other factors (e.g., job availability, funds, etc.).
- 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/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 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 minimum three-month review requirement, or as necessary, consisting of a discussion with the County GAIN Services Manager or designee, participant's supervisor and participant regarding the assignment, the participant's progress in the assignment and job search activities.
- G. SBWIB, INC., contracts with the State Compensation Insurance Fund (SCIF) to administer the workers' compensation benefits to GAIN participants assigned to paid WEX/WS/CS activities.
- H. Subcontractor shall continuously provide and maintain facilities which are adequate to fulfill the requirements of this Agreement throughout the term of the contract.
- I. Subcontractor must comply with applicable labor laws, occupational health and safety provisions, child labor laws and shall provide a safe and healthy work environment with the same job safety and working conditions as provided to regular employees. Participants shall not be placed at worksites that are unsanitary, hazardous, or dangerous to their health and safety. Participants must be provided the proper equipment and training to safely perform their respective programs.
- J. Subcontractor shall supervise all participants at the Worksite at all times and require participant conformance with Subcontractor's standard of conduct for agency personnel.
- K. Subcontractor shall designate a qualified candidate to supervise participants, ensuring that supervisor is knowledgeable of basic employment laws and processes, including, but not limited to, discriminatory and

harassment practices and policies. Subcontractor must provide worksite supervisors with appropriate written materials describing the tasks necessary to successfully perform his/her duties, including a copy of this document and any other regulations, policy or procedures provided by the County or SBWIB, Inc. with the intention to provide instruction or guidance while performing services under this agreement.

- L. Subcontractor shall provide an orientation to each participant prior to them beginning the work-experience duties, which includes a review of worksite attendance policies, description of duties, work-experience expectations, worksite conduct, rules, and other applicable policies and procedures.
- M. During the training period, Subcontractor shall expose participants to all customary and normal requirements of the job and provide participants with enhanced or updated training, whenever necessary, to enable participants to master the job.
- N. Subcontractor shall inform participants of grievance reporting requirements and their right to file a grievance in accordance with County and SBWIB, INC., regulations or requirements as detailed in the Supervisor's Handbook or any other policy or procedures provided by the County or SBWIB, INC., with the intention to provide grievance-related instruction or guidance.
- O. Subcontractor shall assist the worksite supervisor in resolving problems concerning the participant's on-the-job performance and reach out to the referring agency and SBWIB, INC., before adverse actions are imposed, with the exception that immediate action may be taken, as necessary, if the Subcontractor reasonably believes its employees are in imminent danger, in the event of participant misconduct, or extenuating circumstances that in the City's reasonable discretion require immediate removal of the participant. Subcontractor must ensure that ample documentation and notes are kept in relation to said matters and must be able to make such documentation and notes available for reviewing, etc., by authorized personnel of SBWIB, INC., its representatives, including Federal, State, (including the Auditor General), and COUNTY personnel.
- P. Subcontractor shall prepare and submit a bi-weekly evaluation that depicts an accurate reflection of the participant's progress. Subcontractor agrees to discuss the evaluation with participant(s) when any decline is noticed in performance and reach out to the referring agency and SBWIB, INC., for assistance or guidance on how to proceed when necessary.
- Q. Subcontractor shall allow "release time" for counseling, educational training, unsubsidized job interviews and other related activities only with written authorization from SBWIB, INC., or County Representative. Subcontractor agrees to maintain accurate notes and other pertinent documentation related to such releases for later referencing and reviewing as needed.
- R. Subcontractor and its supervisors assigned to participants shall adhere to all enforced stipulations while performing services under this Agreement, including those enforced within the Supervisor's Handbook and other pertinent attached or unattached exhibits, instructional documents, policies and/or procedures. The Supervisor's Handbook and other processes will be provided to Subcontractor upon execution of this agreement and as needed throughout the term of this Agreement.
- S. Subcontractor shall immediately notify its referring agency, America's Job Centers of California (AJCC) and SBWIB, INC., if concerns begin to develop in relation to the participant's ability to fulfill duties as assigned, especially if such concerns can negatively impact the participant's probability of completing the program. Notwithstanding the foregoing, Subcontractor shall have the right to terminate a participant's assignment with Subcontractor at any time subject to Section O above. Upon request by Subcontractor for removal of a participant, AJCC and/or SBWIB, INC shall remove that participant.

- T. Subcontractor shall immediately notify SBWIB, INC., of any changes in designation of personnel who will be supervising participants. This includes temporary designations of more than a two-day duration. Additionally, Subcontractor shall designate a qualified alternate supervisor who has received the same screening, training and Work Experience Program Supervisor Orientation as the initial supervisor and received said requirements within a maximum of 24 hours after being assigned to supervise participant(s).
- U. Subcontractor shall fully cooperate with authorized representatives of SBWIB, INC., 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 as 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. Cooperation is further required in response to any investigation or complaint that may arise during the term in which this agreement is in effect, including producing program records as requested.
- V. Subcontractor understands and acknowledges that SBWIB, INC., will serve as the administrative employer of record under the terms of this contract only for which it has no control, influence or affiliation in decisions made relating to the participant's daily assignments, or the supervision and daily standard of care provided by Subcontractor. Should Subcontractor employ a participant as staff, then said participant shall cease to be a participant in the WEX/WS/CS programs, SBWIB, INC., shall cease to be the employer of record for that participant, and Subcontractor shall assume employer of record duties.
- W. **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, Inc. – 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 3367 to, SBWIB, INC., Attention - GAIN department, SBWIB, INC., 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**

- X. During the assigned work period, the SUBCONTRACTOR shall provide each participant with:
1. Orientation, training of duties and other instructions as applicable, in addition to reasonable and proper supervision from a qualified candidate who will monitor the participant's daily work activities and duties.
  2. Safety instructions and equipment necessary for protection against potential injury and damage, in accordance with OSHA guidelines.
  3. The same working conditions as employees employed in similar positions, e.g., breaks, etc.

#### **Special Provisions**

- A. COUNTY has contracted with SBWIB, INC., to serve as administrative employer of record for the Transitional Subsidized Employment program. SBWIB, INC., has contracted with SUBCONTRACTOR 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 SBWIB, INC., or other agent on a bi-weekly basis.
  2. If necessary, distribute paychecks delivered by SBWIB, INC., to CalWORKs/GAIN/GROW/DCFS /Probation 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, SBWIB, INC., and the participant's GAIN Service Worker/DCFC Case Worker should the participant's attendance decline or cease, or if the participant requires corrective measure, withdraws from, or is terminated from his/her assignment.
- B. SBWIB, INC. shall serve as employer of record for any program participants assigned to SUBCONTRACTOR pursuant to this Agreement, and accordingly SBWIB, INC. shall be responsible for the direct compensation of participants assigned to SUBCONTRACTOR, including payment of wages, applicable federal, state and local taxes, and the payment of any required insurance. SUBCONTRACTOR shall have no obligation to provide any compensation of any kind to or pay any taxes for participants.

- C. SBWIB, INC. shall be responsible for any insurance premium payments for Worker's Compensation, disability, or other insurance required for participants. SUBCONTRACTOR shall have no obligation to provide any insurance coverage of any kind for participants. Additionally, SBWIB, INC. shall be responsible for providing paid sick leave to participants as required by state law.
- D. Program participants assigned to SUBCONTRACTOR are placed at the pleasure of SUBCONTRACTOR, and SUBCONTRACTOR shall have the right to terminate a participant's assignment with SUBCONTRACTOR at any time, subject to Section O of General Conditions above.

### **Tracking and Reporting**

SBWIB, INC., the COUNTY or authorized referral agent shall supply all necessary CalWORKs/GAIN/GROW/DCFS/Probation 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 SBWIB, INC., 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 immediately notify the authorized referral agent/GSW and 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, Inc., 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, whom 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, Inc./COUNTY for any purpose. I do not have and will not acquire any rights or benefits of any kind from SBWIB, Inc./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, Inc./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, Inc./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, Inc./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, Inc./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: \_\_\_\_\_

Primary Worksite Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact/Title: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Contact/Title: \_\_\_\_\_ Email: \_\_\_\_\_

Worksite Supervisor/Title: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax: \_\_\_\_\_

Number of Positions Available: \_\_\_\_\_

Which category do available positions fall under? ☐ Clerical ☐ Maintenance ☐ Other: \_\_\_\_\_

\_\_\_\_\_

Title of positions: \_\_\_\_\_

\_\_\_\_\_

Position Duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 SBWIB, INC., or the COUNTY. The forms will be provided by either SBWIB, INC., 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