



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

DAVID SANDERS, PH.D.
Director

May 30, 2006

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

Dear Supervisors:

**REQUEST TO APPROVE MESSENGER SERVICES CONTRACT
WITH VALLEY COURIERS, INC.
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that services provided under the attached Proposition A (Prop A) Contract continue to be more economically performed by Contractor than by County employees (Attachment A, Prop A Analysis).
2. Approve and instruct the Mayor to sign the attached Contract (Attachment B) with Valley Couriers, Inc. commencing June 1, 2006 through April 30, 2007, for provision of messenger services for the Department of Children and Family Services (DCFS). The maximum contract sum is \$218,350. The cost of the Contract is financed using 46% Federal revenue, 39% State revenue and 15% net County cost (NCC). Sufficient funding is included in the FY 2005-06 Adopted Budget and FY 2006-07 Proposed County Budget.
3. Delegate authority to the Director of DCFS, or his designee, to execute amendments to increase or decrease the contract sum of the Contract by no more than ten percent (10%) of the maximum contract sum to accommodate any unanticipated need for increased/decreased level of services provided: (a) sufficient funding is available; (b) prior County Counsel and Chief Administrative Office (CAO) approval is obtained; and (c) the Director of DCFS notifies the Board and the CAO in writing within ten workdays of execution of such amendment.

Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The prior agreement with JD Attorney and Messenger Service expired on April 30, 2006. DCFS procured a one-month contract through Procurement by Negotiation with Valley Couriers, Inc., from May 1, 2006 through May 31, 2006, for messenger services to ensure no gap in messenger service. The purpose of the recommended actions is to provide continuing countywide messenger services to ensure the transportation of documents between various DCFS offices, Edmund D. Edelman Children's Court, and case storage facilities. These documents include case files, correspondence, court reports, and miscellaneous mail.

Execution of the Contract will enable DCFS to provide messenger services to ensure daily pickups and deliveries, and timely processing of mail and case files without interruption.

This Board letter does not comply with the Board's Policy requiring timely submission of contracts to your Board for approval. Late submission is due to the time constraint in preparing the one-month and the eleven-month contracts to avoid lapse in service.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan and with Goal #4 (Fiscal Responsibility).

FISCAL IMPACT/FINANCING

The Contract is a fixed fee contract at \$19,850 a month. The maximum contract sum for the eleven-month term of the Contract is \$218,350. The cost of the Contract is financed using 46% (\$100,441) Federal revenue, 39% (\$85,157) State revenue, and 15% (\$32,752) NCC. Sufficient funding is included in the FY 2005-06 Adopted Budget and FY 2006-07 Proposed County Budget.

The gross savings resulting from contracting out for messenger services is \$276,467 for this eleven-month term of the Contract. The savings to the County is \$41,470.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Messenger services were previously provided under a contract approved by your Board on April 20, 2004, with JD Attorney and Messenger Service. The contract expired April 30, 2006 when DCFS did not exercise its option to renew for a third year. The contractor was not in compliance with its insurance obligations as required under the contract. Because of the urgency and immediate need for a new contractor to avoid a lapse in messenger services, DCFS procured the messenger contract with Valley Couriers under State Regulation 23-650, Procurement by Negotiation, without formal advertising.

Messenger services continue to be determined as a Proposition A contract. The Prop A cost analysis indicated that it is more economical to have the services performed by a contractor than by County employees as noted in Attachment A.

A one-month contract with Valley Couriers was executed for the period May 1, 2006 through May 31, 2006 to bridge the April 30, 2006 expiration of the previous contract and this eleven-month contract due to time constraint to avoid a lapse in necessary messenger services.

The contractor complies with all Board and CAO requirements. The Contract expressly provides that the County has no obligation to pay for expenditures beyond the maximum contract amount. Further, the Contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract date.

The Auditor-Controller approval of the Prop A cost analysis is not required since the Contract amount is less than \$1 million; however, CAO has approved the analysis.

The CAO and County Counsel have reviewed this Board letter. The Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

DCFS procured the current contract through Procurement by Negotiation, under State Regulation 23-650, paragraph 1.1.1. To achieve this, the Department contacted ten County Departments, searched in the ISD's website for bidders for courier services, sent letters to the four qualified proposers who respond to RFP 03-032 for messenger services that was issued on February 22, 2004. Of the three interested couriers who had responded to our letter dated March 21, 2006 were interviewed, Valley Couriers, Inc. was selected due to its sound financial stability, efficient and effective quality assurance plan, adequate staffing and its price. On April 25, 2006, the one-month messenger services contract was executed by the DCFS Director and Valley Couriers, Inc. for services beginning May 1, 2006 and ending May 31, 2006.

Since Procurement by Negotiation contracts have a one-year limit, DCFS anticipates releasing a solicitation for a new contract within the next six months.

The Department has evaluated and determined that the Contractor fully complies with the requirements of the Living Wage Program (County Code, Chapter 2.201) and agrees to pay a living wage to its full-time employees providing messenger services to the County.

IMPACT ON CURRENT SERVICES

Approval of this Contract will ensure uninterrupted messenger services for DCFS.

CONCLUSION

Upon approval and execution by the Mayor of the Board, please instruct the Executive Office/Clerk of the Board to forward adopted copies of this Board Letter and executed Contracts to:

1. Department of Children and Family Services
Contract Development/Fiscal Management
Attention: Walter Chan, Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020
2. Office of County Counsel
Attention: Diane Cachenaout
648 Kenneth Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
3. Valley Couriers, Inc.
Attention: C. Sharham Alamdari, Contract Administrator
646 San Fernando Road
Los Angeles, CA 90065

Respectfully submitted,

DAVID SANDERS, Ph.D., Director
Department of Children and Family Services

DS:WC:SN:mb

Attachment (2)

c: Chief Administrative Officer
Auditor-Controller

MESSENGER SERVICES PROPOSITION A ANALYSIS
For the Eleven-Month Period 6/01/2006 to 4/30/2007

	Item Number	Monthly Salary	Number of Pos.	For 11-Months (6/1/06-4/30/07)
DIRECT COST:				
Salaries & EBs				
Transportation & Services Supervisor	5976	3,642.92	1	40,072
Medium Truck Driver-(6)	6049	2,955.00	6	195,030
Total Gross Salaries			<u>7</u>	235,102
Less Salary Savings @ 5%				<u>(11,755)</u>
Adjusted Salaries				223,347
Add Employee Benefits @ 30%				<u>78,171</u>
Total Salaries & EBs				301,518
Services & Supplies				
<i>One Time Only Needs</i>				
Vehicles (3 Vans, 3 Pickup Trucks with Bed Enclosure)-(1)(4)				93,000
Drivers' Equipment (1 Handcart for each driver)-(1)				360
Personal Computer (1 @ \$2,774 each; includes Monitor and Printer)-(1)				2,774
Fax Machines (1 @ \$1,500 each)-(1)				1,500
Shelving and Tenant Improvements (\$4 per square ft.)-(1)				3,200
Office Furniture (1 Desks, 3 Chairs)-(1)				1,794
Warehouse Equipment (2 Mail Bags and 5 Mail Bins for each of 32 locations)-(1)				<u>6,400</u>
Sub-Total One Time Needs				109,028
<i>Ongoing Needs</i>				
Fuel and Maintenance per month-(3)				71,346
Computer Support - Excess User ID (\$85 per month)				935
Telephone (\$70 per month)				770
Office and Warehouse Utilities (800 total sq. ft. x \$0.035 per month)				308
General Office Supplies (\$75 per month)				825
Fire and Security Equipment and Monitoring (24x7 by Securitas @ \$125 per month)-(2)				1,375
Office Space (200 sq. ft. @ 2.10/sq. ft. per month)				4,620
Warehouse Space (600 sq. ft. @ \$0.62/sq. ft. per month)				<u>4,092</u>
Sub-Total Ongoing Needs				84,271
Total Services & Supplies				193,299
Total Direct Cost				494,817
Total Estimated Actual Avoidable Costs				494,817
11-Month Contract Amount-(5)				218,350
11-Month Contract Savings/(Deficit)				<u>276,467</u>

- (1) The total cost was allocated over 11 months.
- (2) Projected Annual Contract Cost for Fire/Security Services by Securitas (formerly Burns Pinkerton Security).
- (3) Per ISD, Average Costs per vehicle per month (not including ISD Service Fee).
- (4) Per DCFS Procurement, price of a commercial van is \$18,000; small pickup truck is \$13,000 with enclosure.
- (5) Per Contracts, Maximum Eleven-Month Contract Sum is \$218,350 (\$19,850 per month).
- (6) Per Contracts, services are 24 x 5 and part-time on the weekend.

	Total	Subvention Fed/St (85%)	County (15%)
11 Months Avoidable Cost	494,817	420,595	74,223
11 Months Anticipated Agreement Cost (5)	218,350	185,598	32,753
11 Months Contract Savings/(Deficit)	<u>276,467</u>	<u>234,997</u>	<u>41,470</u>

MESSENGER SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

VALLEY COURIERS, INC.

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

June 2006

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

MESSENGER SERVICES CONTRACT

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LIST OF ATTACHMENTS:

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Attachment B	Community Business Enterprise Form (CBE)
Attachment C	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement
Attachment D	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Los Angeles County Code 2.203
Attachment H	Safely Surrendered Baby Law Fact Sheet

Attachment I	CONTRACTOR's Administration
Attachment J	COUNTY's Administration
Attachment K	Living Wage Ordinance
Attachment L	LWO- Monthly Certification for Applicable Health Benefit Payments
Attachment M	LWO- Payroll Statement of Compliance
Attachment N	LWO- Model Contractor Staffing Plan
Attachment O	LWO- Payroll Reporting Form

Messenger Services Contract
(hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 2006, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

VALLEY COURIERS, INC.
hereinafter referred to as
"CONTRACTOR".

RECITALS

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract Messenger Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services; and

WHEREAS, COUNTY has determined that the services provided under this contract are vital and necessary to ensure timely circulation of Department of Children and Family Services (DCFS) documents; and

WHEREAS, pursuant to State Regulation 23-650, Procurement by Negotiation, Contracts may be negotiated without formal advertising when a public emergency exists and the urgency is such that time is not available for formal advertising, CONTRACTOR has been selected for recommendation for award of this Contract; and

WHEREAS, the CONTRACTOR desires to provide countywide Messenger Services for the Department of Children and Family Services (DCFS); and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follow.

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N and O, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Attachment A	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C	CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement
Attachment D	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR's Administration
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Attachment K	Living Wage Ordinance
Attachment L	LWO Monthly Certification for Applicable Health Benefit Payments
Attachment M	LWO Payroll Statement of Compliance
Attachment N	LWO Model Contractor Staffing Plan
Attachment O	LWO Payroll Reporting Form

- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
- A. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
 - B. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
 - C. "COUNTY" – means County of Los Angeles and is inclusive of all of its internal organizational units, whether departments, agencies, commissions, etc.
 - D. "COUNTY's Program Manager" (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
 - E. "Day" or "Days" – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
 - F. "DCFS" - means COUNTY's Department of Children and Family Services
 - G. "Director" - means COUNTY's Director of Children and Family Services.
 - H. "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.
 - I. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
 - J. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 PARTIES TO THE CONTRACT

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and Valley Couriers, Inc., hereinafter referred to as "CONTRACTOR."

3.0 TERM AND TERMINATION

3.1 The term of this Contract shall commence on June 1, 2006 and shall continue through April 30, 2007, unless terminated earlier or extended, in whole or in part, as provided in this Contract

3.2 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided hereinabove. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part 1, Section 7.0, Notices, of this Contract.

4.0 CONTRACT SUM

4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price Contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit A-5, Pricing Schedule.

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

4.3 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

4.4 The total amount payable under this Contract is Two Hundred Eighteen Thousand, Three Hundred Fifty Dollars (\$218,350.00) hereinafter referred to as "Maximum Contract Sum".

- 4.5 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as Exhibit A-6, Line Item Budget. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-6, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 7.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.
- 4.6 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

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

- 5.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Department of Children and Family Services
Contract Development/Fiscal Management
Attention: Walter Chan, Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 5.1.1.1 Specifically identify this Contract;
- 5.1.1.2 Clearly evidence all coverage required in this Contract;

- 5.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 5.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- 5.1.3 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 5.1.4 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 5.1.5 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 5.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
 - 5.1.6.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

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

5.1.6.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

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

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

5.1.8 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

5.1.8.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

5.1.8.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

5.2 Insurance Coverage Requirements:

5.2.1 General Liability insurance (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

5.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance

shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”

- 5.2.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible.

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

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

6.0 INVOICES AND PAYMENTS

- 6.1 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of the Contract. The CONTRACTOR’s payments shall be as provided in Exhibit A-5, Pricing Schedule, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payments shall be due to the CONTRACTOR for that work.
- 6.2 CONTRACTOR, with prior approval of COUNTY, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum for each year between the approved budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the five percent (5%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

County of Los Angeles,
Department of Children and Family Services
Attention: Virpi Sidler, Program Manager
425 Shatto Place Room 310
Los Angeles, CA 90020

and a duplicate copy of the Budget modification request to:

County of Los Angeles
Department of Children and Family Services
Attention: Finance Division, Contracts Accounting Section

425 Shatto Place, Room 204
Los Angeles, California 90020

- 6.3 CONTRACTOR's invoices shall be priced in accordance with Exhibit A-5, Pricing Schedule.
- 6.4 CONTRACTOR's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 6.5 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than sixty (60) days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) Days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) Days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

- 6.6 All invoices under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Virpi Sidler, Program Manager
425 Shatto Place Room 310
Los Angeles, CA 90020

and a duplicate copy of the invoices to:

County of Los Angeles
Department of Children and Family Services
Attention: Finance Division, Contracts Accounting Section
425 Shatto Place, Room 204
Los Angeles, California 90020

- 6.7 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment

thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.

- 6.8 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular A-133. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 6.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.10 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 6.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) Days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 6.12 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.13 No invoice will be approved for payment unless the following is included: Exhibit B – Attachment L – Monthly Certification for Applicable Health Benefit Payments; and Exhibit B, Attachment M – Payroll Statement of Compliance.

7.0 NOTICES

- 7.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any

substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

County of Los Angeles
Department of Children and Family Services
Contract Development/Fiscal Management
Attention: Walter Chan, Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

Valley Couriers, Inc.
646 San Fernando Road
Los Angeles, CA 90065
Attention: C. Shahram Alamdari, Contract Administrator
Phone: (323) 225-8642
Fax: (323) 225-3250

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

- 7.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient.

8.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 8.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 8.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 8.3 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which

by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- 8.3.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
 - 8.3.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Contract; and
 - 8.3.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 8.4 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

9.0 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled, "Living Wage Program" as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit B, Attachment K and incorporated by reference into and made a part of this Contract.

9.1 Payment of Living Wage Rates

Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the living Wage Program (Section 2.201.090 of the County Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below in subparagraph 9.5 of this Section 9.0:

- 9.1.1 Not less than \$9.46 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- 9.1.2 Not less than \$8.32 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to

have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during the Contract, the CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

- 9.2 For the purposes of this Section, "Contractor" includes any Subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
- 9.3 If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.4 If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer" or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.5 For purposes of the CONTRACTOR's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall

have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an employee between COUNTY facilities that are subject to two different contracts between the CONTRACTOR and the COUNTY (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such COUNTY facilities if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time.

9.6 CONTRACTOR's Submittal of Certified Monitoring Reports.

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the CONTRACTOR's current health care benefits plan, and the CONTRACTOR's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY (Exhibit B, Attachment L, Monthly Certification for Applicable Health Benefit Payments and Exhibit B, Attachment M, Payroll Statement of Compliance) or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, the CONTRACTOR shall promptly provide such information. The CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.7 CONTRACTOR's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited

to any labor law/payroll violation or claim arising out of the CONTRACTOR's contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.

9.8 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of twenty-four (24) hours' written notice, the COUNTY may audit, at the CONTRACTOR's place of business, any of the CONTRACTOR's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The CONTRACTOR is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.9 Notifications to Employees

The CONTRACTOR shall place COUNTY-provided living wage posters at each of the CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. The CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. The CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.10 Enforcement and Remedies

If the CONTRACTOR fails to comply with the requirements of this Section, the COUNTY shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

9.10.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If the CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

9.10.1.1 Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal

of revised certified monitoring reports or additional supporting documentation.

9.10.1.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

9.10.1.3 Termination. The CONTRACTOR's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

9.11 Remedies for Payment of Less Than the Required Living Wage: If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following remedies:

9.11.1 Withholding Payment. If the CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include

required submittal of revised certified monitoring reports or additional supporting documentation.

9.11.2 Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

9.11.3 Termination. The CONTRACTOR's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

9.12 Debarment: In the event CONTRACTOR breaches a requirement of this Section, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

9.13 Use of Full-Time Employees

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of same. The CONTRACTOR submitted with its proposal a full-time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

9.14 CONTRACTOR Retaliation Prohibited

The CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any

contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this Section may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

9.15 CONTRACTOR Standards

During the term of the Contract, the CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the COUNTY, the CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that the CONTRACTOR is complying with this requirement.

9.16 Employee Retention Rights

9.16.1 CONTRACTOR shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

9.16.1.1 Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

9.16.1.2 Who has been employed by a CONTRACTOR under a predecessor Proposition A contract or a predecessor cafeteria services contract with the COUNTY for at least six months prior to the date of the new Contract, which predecessor contract was terminated by the COUNTY prior to its expiration; and

9.16.1.3 Who is or will be terminated from his or her employment as a result of the COUNTY entering into this new contract.

9.16.2 CONTRACTOR is not required to hire a retention employee who:

9.16.2.1 Has been convicted of a crime related to the job or his or her performance; or

9.16.2.2 Fails to meet any other COUNTY requirement for employees of a CONTRACTOR.

9.16.3 CONTRACTOR shall not terminate a retention employee for the first ninety (90) Days of employment under the Contract, except for cause. Thereafter, CONTRACTOR may retain a retention

employee on the same terms and conditions as CONTRACTOR's other employees.

9.16.4 Neutrality in Labor Relations

The CONTRACTOR shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the CONTRACTOR's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

Department of Children and Family Services - Contracts Administration
PART II: STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment I, CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Monitor on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

1.3 CONTRACTOR's Staff Identification

1.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY's approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

1.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR shall retrieve and return an employee's ID

badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.

- 1.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY's Contract.

1.4 Background and Security Investigations

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

- 1.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

- 1.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.

- 1.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 1.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

1.5 Confidentiality

- 1.5.1 CONTRACTOR shall maintain the confidentiality of all records and information, including the terms and conditions of the

Contract, events or circumstances which occur during the course of CONTRACTOR's performance under the Contract, billings, COUNTY records, patient records, and other information obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

- 1.5.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 1.5.3 CONTRACTOR shall inform all of its directors, officers, shareholders, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 1.5.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement".
- 1.5.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement".
- 1.5.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 1.5.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer

and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

- 1.5.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment J, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Director

Responsibilities of the COUNTY's Program Director include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

2.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.3 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT BY CONTRACTOR

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 4.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

7.1 The COUNTY reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by DCFS.

7.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.2.1 For purposes of Sub-sections 7.1 and 7.2, a change materially alters a term or condition included in this Contract if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Contract; or (3) would result in a change in the Maximum Contract Sum set forth in Part I, Section 4.0, Contract Sum, of this Contract.

7.2.2 Notwithstanding the provisions of Sub-sections 7.1, and 7.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this

Contract which increase or decrease payments to CONTRACTOR which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:

7.2.2.1 COUNTY's total payments to CONTRACTOR shall not increase or decrease more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Contract.

7.2.2.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract.

7.2.2.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Contract; and

7.2.3 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Contract changes, in writing, within ten (10) Days following execution of such amendment.

7.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by Los Angeles County Board of Supervisors or the Director in the event the Director has the delegated authority to execute, after Chief Administrative Office approval.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

- 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.
- 8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

- 9.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program
 - 9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
 - 9.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 9.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 49.0 Termination for CONTRACTOR's Default, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit B, Attachment B.

11.0 COMPLAINTS

11.1 CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of the COUNTY's Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

11.1.1 CONTRACTOR shall develop and operate procedures for receiving, investigating and responding to complaints. Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

11.1.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business Days.

11.1.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

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

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

12.1.2 (For Contracts over Ten Thousand Dollars (\$10,000) – CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

12.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit B, Attachment G, and incorporated by reference into and made a part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR

deduct from the Employee's regular pay the fees received for jury service.

- 14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.
- 14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 14.1.4 CONTRACTOR's violation of this Section 14.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion,

terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

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

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's

Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the

CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

- 20.3 The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the

debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.0 CONTRACTOR'S WORK

21.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

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

22.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

23.0 CRIMINAL CLEARANCES

- 23.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 23.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 23.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

24.0 EMPLOYEE BENEFITS AND TAXES

- 24.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

24.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

25.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

26.0 EVENTS OF DEFAULT

26.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

26.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

26.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

26.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

- 26.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
- 26.2.2 The filing of a voluntary petition in bankruptcy;
- 26.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;
- 26.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

26.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

27.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

28.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

29.0 FORMER FOSTER YOUTH CONSIDERATION

29.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Division
3530 Wilshire Blvd. Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

29.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

29.3 CONTRACTOR is exempt from the provisions of this Section 29.0 if it is a governmental entity.

30.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

31.0 INDEMNIFICATION

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

32.0 INDEPENDENT CONTRACTOR STATUS

- 32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

33.0 LIQUIDATED DAMAGES

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

35.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.
- 36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

37.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

38.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Day, give written notice thereof, including all relevant information with respect thereto, to the other party.

39.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit B, Attachment F.

41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

42.0 PROPRIETARY RIGHTS

42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

42.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 42.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-section 44.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 42.4 for:
- 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 42.3;
- 42.5.2 Any materials, data and information covered under Sub-section 42.2; and
- 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.8 The provisions of Sub-sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Contract.

43.0 PUBLIC RECORDS ACT

- 43.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 45.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 43.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

44.0 PUBLICITY

- 44.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- 44.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 44.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

44.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 44.2 shall apply.

45.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

45.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

45.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

45.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

45.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 45.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

45.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the

COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

- 45.6 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR's records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR's compliance with the COUNTY's Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR's non-COUNTY contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR's employees who have provided services to the COUNTY under this Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR's full compliance with and adherence to California labor laws and the COUNTY's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and

other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

46.0 RECYCLED-CONTENT PAPER

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

47.0 SAFELY SURRENDERED BABY LAW

47.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

47.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit B, Attachment H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

48.0 SUBCONTRACTING

48.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

48.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

48.2.1 A description of the work to be performed by the Subcontractor;

- 48.2.2 A draft copy of the proposed subcontract; and
- 48.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 48.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 48.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 48.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 48.6 COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 48.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
 - 48.7.1 An executed Exhibit B, Attachment C, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 48.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 5.2, Insurance Coverage Requirements, of this Contract, and
 - 48.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

- 48.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 48.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 48.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 48.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

49.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 49.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:
- 49.1.1 CONTRACTOR has materially breached this Contract;
 - 49.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - 49.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 49.2 In the event COUNTY terminates this Contract in whole or in part as provided Sub-section 49.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the

COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 49.0.

- 49.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 49.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section 49.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 49.4 If, after the COUNTY has given notice of termination under the provisions of this Section 49.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 49.0 or that the default was excusable under the provisions of Sub-section 49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 50.0, Termination for Convenience.
- 49.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 49.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 49.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable

compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

49.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 31.0, Indemnification.

49.6 The rights and remedies of the COUNTY provided in this Section 49.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50.0 TERMINATION FOR CONVENIENCE

50.1 This Contract may be terminated, in whole, or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.

50.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

50.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

50.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 45.0, Record Retention and Inspection/Audit Settlement.

51.0 TERMINATION FOR IMPROPER CONSIDERATION

- 51.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 51.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

52.0 TERMINATION FOR INSOLVENCY

- 52.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 52.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- 52.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- 52.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or
- 52.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

52.2 The rights and remedies of the COUNTY provided in this Section 52.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

54.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

55.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

56.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

57.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 57.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

58.0 WARRANTY AGAINST CONTINGENT FEES

58.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

58.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested to by the Executive Officer thereof, and CONTRACTOR has subscribed the same on its behalf by its duly authorized officer as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

VALLEY COURIERS, INC.
CONTRACTOR

By _____

Name C. Sharham Alamdari

Title Contracts Administrator

By _____

Name _____

Title _____

Tax Identification Number 95-402-7145

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Senior Deputy County Counsel

County of Los Angeles
Department of Children and Family Service
MESSENGER SERVICES

EXHIBIT A: STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
MESSENGER SERVICES
STATEMENT OF WORK

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STATEMENT OF WORK

1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among

COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- COUNTY agencies and their partners create incentives to reinforce the

direction toward service integration and a seamless service delivery system.

- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 INTRODUCTION

The County of Los Angeles Department of Children and Family Services is responsible for the timely delivery of regular mails, case files, County correspondence, Court documents, negotiable documents and other mail to and from approximately 30 locations throughout the Los Angeles County

3.0 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 3.1 **“Children’s Social Worker (CSW)”** – means Social Workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.
- 3.2 **“CONTRACTOR’s Program Director (CPD)”** means CONTRACTOR’s officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 3.3 **“Acceptable Quality Level (AQL)”** means the allowable leeway or variance from a standard before the COUNTY will reject the specific service, that can be considered satisfactory on the average. An AQL does not allow the CONTRACTOR to knowingly offer defective service, but recognizes that defective performance may sometimes be unintentional. As long as the percent of defective performance does not exceed the AQL, the COUNTY will not reject the service. See Exhibit A-3, Performance Requirement Summary.

- 3.4 “**Contract**” means the written contract between COUNTY and CONTRACTOR, which details all requirements, terms and conditions, and the Statement of Work.
- 3.5 “**Contract Discrepancy Report (CDR)**” means a report used by the Quality Assurance Evaluator to record contract information regarding discrepancies or problems when CONTRACTOR performance is judged unsatisfactory. The COUNTY Program Manager is required to forward a Contract Discrepancy Report to CONTRACTOR for their response.
- 3.6 “**CONTRACTOR**” means the business entity with whom the COUNTY entered into a contract to perform the services required under this Contract.
- 3.7 “**CONTRACTOR’s Program Director (CPD)**” means CONTRACTOR’s officer or employee responsible for administering and overseeing Contract after award.
- 3.8 “**COUNTY**” means the County of Los Angeles.
- 3.9 “**COUNTY Program Manager (CPM)**” means COUNTY manager responsible for daily management of contract operation and overseeing monitoring activities.
- 3.10 “**Contract Start Date**” means the start of the basic Contract period in accordance with the terms of this Contract.
- 3.11 “**Day**” or “**Days**” whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or work day, unless otherwise specifically stated.
- 3.12 “**Director**” means the head of the Department of Children and Family Services or his/her authorized designee.
- 3.13 “**Department of Children and Family Services (DCFS)**” means the County of Los Angeles department responsible for administering child and family programs for the purpose of ensuring the health and safety of children in Los Angeles County.
- 3.14 “**Driver**” means CONTRACTOR employee responsible for the actual performance of messenger service to the office locations listed on Exhibit A-1, Messenger Services Pick Up and Delivery Stops.
- 3.15 “**Fiscal Year(s)**” means County’s budgetary year which commences July 1 and ends the following June 30.
- 3.16 “**Item**” means each separate document, case file, folder, envelope, or box that comprises the Mail picked up and delivered.

- 3.17 **“Mail”** consists of, but is not limited to, COUNTY/DCFS correspondence, court reports, documents, case files, envelopes, packets, packages, bags, and boxes to be transported from one location to another.
- 3.18 **“Messenger Services”** means the pick up, transporting, and delivery of Mail to and from specified locations, on specified days and times.
- 3.19 **“Performance Requirements Summary (PRS)”** means the tasks to be performed and that will be evaluated by COUNTY to ensure that Contract **performance** standards are being met.
- 3.20 **“Proposal”** means a written offer to provide services at a particular price under given terms and conditions.
- 3.21 **“Proposer”** means the business entity who responds to a solicitation for a proposal.
- 3.22 **“Proposers’ Conference”** means the mandatory meeting for potential Proposers to receive clarification on the points outlined in the solicitation and to ask questions concerning the solicitation.
- 3.23 **“Project”** means the required work as defined in Exhibit A, Statement of Work.
- 3.24 **“Project Manager”** means the CONTRACTOR representative responsible for daily management of Contract operations and overseeing monitoring activities.
- 3.25 **“Quality Assurance”** means actions taken by COUNTY to check the **performance** of the CONTRACTOR and to ensure services provided meet the requirements of the Statement of Work.
- 3.26 **“Quality Assurance Evaluator (QAE)”** means the COUNTY employee **responsible** (COUNTY Program Manager) for monitoring of CONTRACTOR’s performance.
- 3.27 **“Quality Control Plan”** means the plan developed by CONTRACTOR which defines all necessary measures to be taken by CONTRACTOR to ensure that the quality of the service will meet the Contract requirements regarding timeliness, accuracy, **appearance**, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.
- 3.28 **“Quality Control Program”** means those actions taken by CONTRACTOR to insure **services** are delivered in conformance with the requirements of the Statement of Work (SOW).

- 3.29 **“Route Schedule”** means the grouping of facilities and the specific order in which the facilities will receive Messenger Services.
- 3.30 **“Statement of Work (SOW)”** means the document that describes the specific requirements and performance standards associated with those requirements. Also the SOW describes the relationships that will exist between COUNTY and CONTRACTOR, standards to be accepted under the Contract, and the methods for monitoring of the CONTRACTOR’s performance.
- 3.31 **“Urgent Retrievals”** means the pick up and delivery of case files within four (4) hours of the request.
- 3.32 **“User Complaint Report (UCR)”** means a report prepared by COUNTY personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR

4.0 PROGRAM MANAGEMENT REQUIREMENTS

- 4.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 4.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.3 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 4.4 COUNTY’s Program Manager, responsible for daily management of Contract operation and overseeing monitoring activities, is identified as:

Virpi Sidler, Program Manager
425 Shatto Place Room 310
LA, CA 90020
Phone: (213) 351-5656

- 4.5 CONTRACTOR shall designate a Program Director (CPD) responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The CONTRACTOR’s Program Director is identified as:

C. Shahram Alamdari
Valley Couriers, Inc.
646 San Fernando Road
Los Angeles, CA 90065
Phone: (818) 946-9489

- 4.6 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 4.7 Overall project coordination between CONTRACTOR and COUNTY shall be through COUNTY's Program Manager or designee and the CONTRACTOR's Program Director, authorized representative(s) or their designated alternates.

5.0 COUNTY'S GENERAL RESPONSIBILITIES

- 5.1 COUNTY shall appoint a COUNTY Program Manager who shall be responsible for monitoring CONTRACTOR's activities and providing technical guidance to ensure CONTRACTOR meets or exceeds program objectives and requirements.
- 5.2 COUNTY Program Manager shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 5.3 COUNTY will provide CONTRACTOR with a User Complaint Report (UCR), (Exhibit A-4), for every instance in which tasks defined in Section 8.0, Scope of Work, Subsection 8.1 through Subsection 8.10.6, of the SOW are not met.
- 5.4 COUNTY may provide necessary forms in the performance of services contained the Contractor's Statement of Work (SOW)
- 5.5 COUNTY's representative shall be required to use and sign Exhibit A-2, Mail Pick Up Transmittal Form for all types of pick and delivery services.
- 5.6 COUNTY will supply yellow locked bags to hold Court report and Mail for delivery to Edelman Children's Court.

6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 6.1 CONTRACTOR shall appoint a Program Director who shall be responsible for administering and overseeing all of the services provided under this Contract. The name and phone number of the Program Director and that of an alternate who is authorized to act on behalf of CONTRACTOR in the Program Director's absence shall be designated in writing under, CONTRACTOR's Administration, Attachment I.
- 6.2 CONTRACTOR's Program Director shall work with the COUNTY Program Manager to help resolve any potential areas of difficulty before a problem occurs.

- 6.3 CONTRACTOR's Program Director shall respond within twenty-four (24) hours to all calls and/or reports regarding CONTRACTOR's performance. CONTRACTOR's Program Director or alternate shall be available to authorized COUNTY personnel during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except legal holidays.
- 6.4 CONTRACTOR's Program Director shall respond to any and all subsequent pages within one (1) hour.
- 6.5 CONTRACTOR's Program Director shall be available at CPM's request for periodic on-site monitoring visits to discuss and resolve problems and/or discuss ideas for improving Messenger Services.
- 6.6 CONTRACTOR's Program Director or alternate must be able to read, write, speak and understand English.
- 6.7 CONTRACTOR shall provide COUNTY with a work order form, service report and an invoice.
- 6.8 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract. The CONTRACTOR's Program Director or other manager in the employ of the CONTRACTOR shall supervise all of CONTRACTOR's personnel assigned to work on this Contract.
- 6.9 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.
- 6.10 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.
- 6.11 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel who the CPM determines has performed acts, which are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.
- 6.12 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.

6.13 CONTRACTOR shall compile all pick up and delivery routing schedules and procedures that shall be made available to CMP upon request.

7.0 REPORTS AND RECORD KEEPING

7.1 CONTRACTOR shall provide COUNTY with a monthly service report. CONTRACTOR shall include in the monthly service report copies of any and all Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.

8.0 SCOPE OF WORK

CONTRACTOR shall routinely pick-up and deliver all Mail between the hours of 8:00 AM and 5:00 PM, Monday through Friday, excluding County holidays, except where the SOW specifies that: (a) the CONTRACTOR is required to pick-up and deliver all Mail between the hours of 5:00 PM and 8:00 AM the next day; and b) CONTRACTOR is required to pick-up and deliver all Mail seven (7) days per week, 365 days per year, including weekends and holidays, as specified herein. A list of County holidays will be provided to CONTRACTOR upon award of the Contract. The COUNTY's requirements, which are subject to change at the COUNTY's sole determination are outlined in Exhibit A-1, Messenger Services Pick-up and Delivery Locations and Schedule.

8.1 CONTRACTOR shall provide all labor, materials, supervision, and other items or services necessary to perform the Messenger Services as defined in this SOW.

8.2 CONTRACTOR must perform to the standards as outlined in the Performance Requirements Section (Exhibit A-3) of the SOW.

8.3 CONTRACTOR is required to perform three (3) types of pick up and delivery services as follows:

8.3.1 Next Day Delivery

Generally requires two stops per location per day for pick up and delivery of all Mail during each stop. However, some locations require one stop for both pick-up and delivery of all Mail. There are approximately thirty-two (32) locations and approximately thirty-six (36) pick up points. Includes all Mail defined herein except certain documents, as specified in Subparagraph 8.3.2, Same Day Mail Pick-Up and Delivery Requirements.

- 8.3.1.1 CONTRACTOR shall routinely pick up Mail from all locations listed in Exhibit A-1, Pick up and Delivery Locations and Schedule, between 8:00 a.m. and 2:00 p.m. each day, unless otherwise specified.
- 8.3.1.2 CONTRACTOR shall be responsible for sorting of all Mail picked up each day in preparation for delivery the next business day.
- 8.3.1.3 CONTRACTOR shall routinely deliver all Mail that was picked up and sorted the previous business day to every location, and at the scheduled times, listed in Exhibit A-1, Messenger Services Pick-up and Delivery locations and Schedule, unless otherwise specified or instructed by the COUNTY Program Manager. Such locations shall include case file storage contractors' facilities.

8.3.2 Same Day Pick-up and Delivery Requirements

Includes all Mail defined in herein, except that which is specified in subparagraph 8.3.1, Next Day Delivery

- 8.3.2.1 Yellow, locked bags are provided by the COUNTY for the purpose of transporting all court reports and documents. CONTRACTOR shall pick up from the locations, and at the times specified in Exhibit A-1, Messenger Services Pick-up and Delivery Locations and Schedule, unless otherwise specified by the COUNTY Program Manager, and deliver all court reports and documents in yellow, locked bags to Edmund D. Edelman Children's Court by 2:00 PM on the same day they are picked up.

- 8.3.2.1.1 CONTRACTOR shall redistribute empty yellow, locked bags to the originating DCFS locations the same day or early next day to allow DCFS locations time for preparation of next 'same day' delivery.

- 8.3.2.2 CONTRACTOR shall pick up Urgent Retrievals (urgently needed case files) from case file storage contractor(s) and deliver them the same day to the specified locations, as needed. CONTRACTOR shall pick up from the COUNTY's case file storage contractor(s) at 12:00 noon all case files requiring

same day delivery and deliver them to the DCFS locations as indicated on the storage contractor(s) transmittal or manifest by 5:00 PM.

8.3.2.3 CONTRACTOR shall pick up all Mail at the Command Post by 12:00 PM and shall deliver the Mail to the Intake and Detention Control (IDC) office at Edmund D. Edelman Children's Court by 2:00 PM.

8.4 Locations and Schedule

8.4.1 CONTRACTOR shall adhere to the locations and schedule listed in Exhibit A-1, Messenger Services Pick-up and Delivery Locations and Schedule. However, the COUNTY reserve the right to increase or decrease the number of locations, implement address changes or schedule changes in order to comply with DCFS requirements. Although the average number of such changes is reported to be approximately six (6) in one year, the COUNTY does not guarantee any number of changes per year. COUNTY shall incur no charges by CONTRACTOR for such charges.

8.4.2 The COUNTY will provide CONTRACTOR with five (5) days advance notice of any location, address or schedule changes, with the exception of emergencies, such as earthquake, civil disobedience, etc., which may necessitate the immediate relocation of an office and shall require CONTRACTOR's immediate response.

8.5 Contractor's Drivers

8.5.1 CONTRACTOR shall prepare a Pick up and Delivery Schedule for CONTRACTOR's driver(s) within forty-eight (48) hours of execution of the Contract and, thereafter, within twenty-four (24) hours of any changes that occur. Pick up and Delivery Schedules shall show specific pick up and delivery times.

8.5.2 CONTRACTOR shall develop written internal procedures for each driver that covers their pick up and delivery routing schedules. The procedure shall also describe specific details for pick up and delivery at each COUNTY office addresses, floors, suite numbers, access codes, and etc. CONTRACTOR shall provide CPM with a copy of all written internal procedures.

8.5.3 CONTRACTOR shall ensure drivers have access to COUNTY offices that are secured and may require the use of an access

card key or other procedure. Access requirements for each COUNTY office will be provided during the transition period after the Contract has been awarded.

8.5.3.1 If access of CONTRACTOR's driver is denied, CONTRACTOR's driver shall immediately call the appropriate COUNTY office representative. If the office representative is unavailable, CONTRACTOR's driver shall contact the CPM.

8.5.4 CONTRACTOR's driver shall at all times carry a valid driver's license and a visible identification card that is worn by the driver at all times. CONTRACTOR shall ensure that the identification card bears the company name, address, and phone number as well as the photo and name of the driver.

8.5.4.1 CONTRACTOR's Driver shall be able to read, write, and speak English.

8.5.5 A COUNTY representative will provide a completed Mail Pick Up Transmittal Form (Exhibit A-2) identifying the types of items being picked up. CONTRACTOR's driver shall sign the transmittal form and obtain a copy for CONTRACTOR's record.

8.5.6 CONTRACTOR shall provide a completed Mail Pick Up Transmittal Form, Exhibit A-2, for CONTRACTOR's drivers to use when delivering Mail. CONTRACTOR's driver shall obtain the signature of a COUNTY representative for each delivery.

8.5.7 CONTRACTOR's driver shall not pick up or deliver Mail without a completed Mail Pick Up Transmittal Form with the required signatures nor shall Contractor pickup mail that does not have a specific street address (including City, State and Zip).

8.5.7.1 CONTRACTOR shall notify the CPM immediately when the CONTRACTOR's driver is unable to obtain the required COUNTY representative's signature on the Mail Pick Up Transmittal Form.

8.5.8 CONTRACTOR shall call the COUNTY's representative when a delay of any type is anticipated or when the CONTRACTOR's driver is unable to make the pick up or delivery. COUNTY's representative or CPM will then determine whether to delay delivery, or execute back-up or alternate plans.

- 8.5.9 CONTRACTOR shall be responsible for providing the required pick up and delivery services on time. CONTRACTOR shall ensure that the driver is aware of all COUNTY Mail and security procedures.
- 8.5.10 CONTRACTOR shall ensure that if an item of COUNTY Mail cannot be delivered because it is mislabeled or has an address that is illegible; CONTRACTOR shall either not pick-up this mail or return the item to the originating location the following day.

8.6 Equipment

CONTRACTOR shall use the following to transport COUNTY mail:

- 8.6.1 Two Yellow (2) mailbags approximately 2 feet long by 2 feet wide to be supplied to each office location at the beginning of the contract period and be replaced as needed.
- 8.6.2 Five (5) Mail bins, each bin capable of holding a maximum of forty (40) pounds, supplied to each office location at the beginning of the contract period and replaced as needed.
- 8.6.3 Hand carts and/or dollies for use by Driver of adequate size for transporting the containers.
- 8.6.4 CONTRACTOR shall provide vehicles with enclosed cargo areas and adequate cargo capacity to safely transport and accommodate the volume of all Mail that must be picked-up and delivered as specified in this SOW.
 - 8.6.4.1 CONTRACTOR shall ensure that the pick- up and delivery of all Mail in large volume of case files or Mail, and may utilize larger capacity vehicles or additional vehicles to perform the services specified in this SOW.
 - 8.6.4.2 CONTRACTOR may ensure that all vehicles used pursuant to this contract are street legal, insured in accordance with Section 5.0 , Insurance Requirements and receive regular inspection and maintenance to maintain vehicle safety and operability. CONTRACTOR shall maintain a file of inspection and maintenance reports, which shall be available for inspection by the COUNTY.

8.7 Volume of Service

The volume of Mail fluctuates from month to month. In addition, COUNTY may introduce or eliminate large volumes of Mail at any time during the Contract term. The COUNTY reserves the right to increase or decrease the volume of Mail in order to comply with its service requirements. Nevertheless, CONTRACTOR shall ensure the safe and timely delivery of all COUNTY Mail. COUNTY will offer advanced notice of such changes whenever possible.

- 8.7.1 COUNTY will have on average approximately thirty-two (32) locations with an average quantity of mail of approximately ten (10) bags or boxes per pickup per day.
- 8.7.2 COUNTY will have on average, approximately 400 individual case files to be picked-up from the case file storage contractor(s) and delivered on a daily basis to various DCFS locations.
- 8.7.3 The COUNTY makes no guarantees or representations that the volume will remain the same during the term of the Contract.

8.8 Back-Up Capabilities

8.8.1 Backup facility

- 8.8.1.1 CONTRACTOR shall have backup capabilities at a site(s) other than CONTRACTOR's primary work site, which shall be located within the boundaries of Los Angeles COUNTY.
- 8.8.1.2 During the term of the Contract, CONTRACTOR shall, at a minimum either:
 - (1) Have an additional facility to be used as a backup facility, or
 - (2) Through an arrangement with one or more other messenger vendor(s), have access to a backup facility.
- 8.8.1.3 CONTRACTOR shall notify CPM in writing no less than fifteen (15) days prior to relocation of its backup work site(s) or any other modification of its backup arrangement after CONTRACTOR's backup work site(s) have been approved by COUNTY.

8.8.2 Disaster Recovery Plan

8.8.2.1 CONTRACTOR shall maintain and update a Disaster Recovery Plan that includes methods for continuing to ensure service to COUNTY in the event of a disaster. CONTRACTOR shall provide CPM a copy of the Disaster Recovery Plan within forty-five (45) days after execution of the Contract.

8.8.2.2 CONTRACTOR shall notify CPM of any changes to CONTRACTOR's Disaster Recovery Plan within ten (10) days of making the changes.

8.9 Phase Over Requirements

8.9.1 CONTRACTOR shall be responsible for planning, managing, and implementing all tasks within CONTRACTOR's control necessary to vest in COUNTY, or to another CONTRACTOR, operational control of all functions at the expiration or termination of this Contract.

8.9.2 As part of this responsibility, CONTRACTOR shall, within one (1) month after execution of this Contract, submit to COUNTY a Phase-Over-Plan for returning responsibility to COUNTY, or to another CONTRACTOR, for all work, services, and activities being performed under this Contract as of the date of the plan.

8.9.3 This Phase-Over-Plan shall be updated as needed and include the delivery by CONTRACTOR to COUNTY, of all the following items:

8.9.3.1 Job step function charts and schedules for each driver.

8.9.3.2 Job procedures for each employee performing work under the Contract.

8.9.3.3 Documentation of frequencies of urgent requests, volume of requests and the date of each request.

8.9.3.4 Update of Exhibit A-1 (Pick up and Delivery Locations and Schedules).

8.9.4 Implementation of the Phase-Over-Plan shall commence not later than thirty (30) days prior to, and shall be completed on or before the expiration or termination date of this Contract.

During this period, CONTRACTOR shall provide the CPM with information available to CONTRACTOR and required by COUNTY, including but not limited to, current schedules and procedures.

- 8.9.5 CONTRACTOR shall cooperate with COUNTY to the extent reasonably necessary for the COUNTY to re-solicit services and transfer the Contract to a new contractor.

8.10 Performance Requirements

- 8.10.1 CONTRACTOR shall comply with all applicable rules, regulations, ordinances, statutes and laws pertaining to the operation of a messenger service, as may now be in effect or as any of them may be amended from time to time.

- 8.10.2 COUNTY shall interpret any misunderstanding arising from the performance of the CONTRACTOR as required under the Messenger Services Contract and SOW.

- 8.10.3 CONTRACTOR shall comply with all requirements of the Contract. The Performance Requirements Summary is a chart, contained in Exhibit A-3, that is a synopsis of the requirements of the Contract, the standards for performance, and the remedies to be applied for unsatisfactory performance. This chart will be used for quick reference by COUNTY Program Manager to assure contract performance standards are met by CONTRACTOR.

- 8.10.4 CONTRACTOR's Project Manager shall attend Performance evaluation meetings scheduled by the CPM. Such meetings are to resolve any problems identified by either the CPM or complaint made by COUNTY representatives and discuss methods for improving Messenger Services. In addition to the above requirement, scheduled meeting will be to discuss the following topics:

- 8.10.4.1 Methods for identifying and preventing deficiencies in the quality of service performed before the level performance becomes unacceptable.

- 8.10.4.2 Methods for insuring uninterrupted service to COUNTY.

- 8.10.5 CONTRACTOR shall insure prompt delivery of all COUNTY documents. Delays in delivery (a.m. or p.m.) cause serious

problems for some offices since their work is dependent on their Mail delivery. Late deliveries cause worker deadlines to be missed, thereby affecting the schedules of judges, attorneys, COUNTY personnel, parents, children, and witnesses.

8.10.5.1 If CONTRACTOR's performance does not conform to all of the requirements in this SOW and is found to be unsatisfactory, CPM shall notify CONTRACTOR in writing and send CONTRACTOR a User Complaint Report. CONTRACTOR shall respond within twenty-four (24) hours to all COUNTY calls and/or reports.

8.10.5.1.1 If Mail is picked up or delivered late (over 15 minutes) each occurrence will be documented as unsatisfactory performance by CONTRACTOR.

8.10.5.1.2 If Mail is picked up or delivered and the appropriate transmittal form is not signed by the COUNTY's representative or CONTRACTOR's driver and submitted to CPM as required, each occurrence will be documented as unsatisfactory performance by CONTRACTOR.

8.10.6 CONTRACTOR agrees that should it perform work outside the scope of this Contract, such work shall be deemed a gratuitous effort on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY. All changes to the CONTRACTOR's tasks prescribed herein must be authorized in advance by an appropriate change to this Contract.

8.11 Monitoring

CONTRACTOR shall permit and facilitate inspections made by CPM of CONTRACTOR's facility, vehicles, and equipment used by Driver, and where the DCFS Mail is sorted.

8.12 Right of Removal

The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove from the facility and replace any CONTRACTOR employees who the CPM determines has performed acts which are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to Messenger Services.

9.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

9.1 The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met. A copy must be provided to the CPM on the contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:

9.1.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and Exhibit A-3, Performance Requirements Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

9.1.2 If CONTRACTOR performance requirements are not met, the CPM may call CONTRACTOR, send CONTRACTOR a User Complaint Report (UCR), Exhibit A-4, or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four (24) hours of receipt. All performance requirement issues will be reported to the CPM.

9.1.3 Methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.

9.2 CONTRACTOR shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CPM.

10.0 QUALITY ASSURANCE MONITORING

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the quality assurance procedures specified in this Statement of Work and Exhibit A-3, Performance Requirements Summary. All monitoring will be conducted in accordance with Part II, Section 22.0, COUNTY's Quality Assurance Plan, of the Contract.

County of Los Angeles
Department of Children and Family Service

MESSENGER SERVICES

Exhibit A-1: Pick up and Delivery Locations and Schedules

Pick up and Delivery Locations and Schedule

Name	Street Address	Site Contact	First Stop	Second Stop	Deliver to
DCFS Headquarters	425 Shatto Place, 2 nd Flr. Mailroom, Los Angeles, CA 90020	Victor James. (213) 351-5702	9:30 a.m.	1:15 p.m.	At the request of the courier, courier may provide an additional 4:30 PM pick-up. Various DCFS locations
Shatto	501 Shatto Place, 3 rd Floor, Los Angeles, CA 90020	Jean Lee (213) 351-7257	9:40 a.m.	1:30 p.m.	Various DCFS locations
Metro North Command Post Adoptions	3075 Wilshire Blvd. Mailroom, Basement, Los Angeles, CA 90010	Mail for all sections Louis Bethley (213) 639-4013	9:50 a.m.	12:20 p.m.	IDC - 2525 Corporate Place, Monterey Park and Various DCFS locations
Metro North Court Reports	3075 Wilshire Blvd. 7 th Floor, Los Angeles, CA 90010	Deborah Thomas (213) 639-4598 Deborah Dunlap (213) 639-4599	9:50 a.m.	12:20 p.m.	Edelman Children's Court
Metroplex	3530 Wilshire Bl., 4 th Floor Los Angeles, CA 90010 4th/Emancipation 5th/Adoptions	Kathleen Kurkjian 4 th : (213) 351-0105 Marie Mosley 5 th : (213)351-0229	10:15 a.m.	N/A	Various DCFS locations
RAPP Runaway Project	6464 Sunset Blvd., #900 Los Angeles, CA 90068	Eric Ball (323) 769-2111	12:30 a.m.	N/A	Edelman Children's Court and Various DCFS locations
IDC / Latino	2525 Corporate Place, 1 st Floor Monterey Park, CA 91745	Beverly Williams (323) 881-1314	1:30 p.m.	2:30 PM and 10:00 p.m. (or earlier, if called)	Edelman Children's Court and Various DCFS locations

Pick up and Delivery Locations and Schedule

Name	Street Address	Site Contact	First Stop	Second Stop	Deliver to
Edelman Children's Court	201 Centre Plaza Dr. Room 1600 Monterey Park, CA 91754	Beverly Williams (323) 881-1314	2:00 p.m.	10:00 p.m. (or directly after evening P/U at IDC, when called)	Various DCFS locations and 2525 Corporate Place when there is something in the IDC bin at Children's Court
Wateridge	5110 W. Goldleaf Circle 1 st Floor Los Angeles, CA 90056	Al Banks (323) 290-8435	9:00 a.m.	11:45 a.m.	Edelman Children's Court and Various DCFS locations
WLA	11390 W. Olympic Blvd. 4 th Floor Los Angeles, CA 90064	Terri Craig-Payne (310) 312-5243	8:30 a.m.	12:05 p.m.	Edelman Children's Court and Various DCFS locations
Century	5757 W. Century Blvd. 3 rd Floor Los Angeles, CA 90045	Esther Moreno (310) 348-6797	9:30 a.m.	11:20 a.m.	Edelman Children's Court and Various DCFS locations
Hawthorne	11539 Hawthorne Blvd. 1st Floor Hawthorne, CA 90250	Linda Murray (310) 263-2023	9:45 a.m.	10:50 a.m.	Edelman Children's Court and Various DCFS locations
Torrance	2325 Crenshaw Blvd. 1 st Floor Torrance, CA 90501	Bonnie Blackmon (310) 972-3235	10:15 a.m.	N/A	Edelman Children's Court and Various DCFS locations
Compton	921 E. Compton Blvd. Basement Compton, CA	Willette Jones (310) 668-6520	7:45 a.m.	11:45 a.m.	Edelman Children's Court and Various DCFS locations

Pick up and Delivery Locations and Schedule

Name	Street Address	Site Contact	First Stop	Second Stop	Deliver to
Belvedere	5835 Eastern Ave. 2 nd Floor Commerce, CA 90040	Lupe Nevarez (323) 725-4632	8:30 a.m.	1:15 p.m.	Edelman Children's Court and Various DCFS locations
SFS	10355 Slusher Drive Santa Fe Springs, CA 90670	Sharyn Dent-Bray (562) 903-5220	8:50 a.m.	N/A	Edelman Children's Court and Various DCFS locations
SFS - Norwalk	9834 Norwalk Blvd. Santa Fe Springs, CA 90670	(562) 777-1750 or Claudia Bustillos (562) 777-1762	8:45 a.m.	N/A	At their request, courier may make additional stop at 4:30
Telstar	9320 Telstar Ave., Rm. 206 El Monte, CA 91731	Alex Chao (626) 569-6840	9:10 a.m.	N/A	Various DCFS locations
MacLaren Children's Center	4024 Durfee Ave. Room 226 El Monte, CA 91731	Blanca Ramirez (626) 455-4653 David Niren (626) 455-4716	9:45 a.m.	12:15 p.m.	Edelman Children's Court and Various DCFS locations
Glendora	725 S. Grand ave Glendora, CA 91740	Lynne Aguirre (626) 691-1396 Patricie Chambers (626) 691-1700	11:30 a.m.	N/A	Edelman Children's Court and Various DCFS locations
Lakewood	4060 Watson Plaza Drive 1 st Floor Lakewood, CA 90714	Frances Young (562) 497-3791	10:50 a.m.	12:00 p.m.	Edelman Children's Court and Various DCFS locations
North Hollywood	12020 Chandler Blvd. 4 th Floor North Hollywood, CA 91607	Rosalie Rosen (818) 755-5811 DeAna Rabago (818) 755-5822	8:30 a.m.	1:00 p.m.	Edelman Children's Court and Various DCFS locations

Pick up and Delivery Locations and Schedule

Name	Street Address	Site Contact	First Stop	Second Stop	Deliver to
Santa Clarita	28490 Ave. Stanford Suite 100 Santa Clarita, CA 91321	Priscilla Jones (661) 702-6255	9:30 a.m.	12:30 p.m.	Edelman Children's Court and Various DCFS locations
Antelope Valley East	335 - C East Avenue K-6 & 251 -C Ave K-6 Lancaster, CA 93535	Priscilla Jones (661) 702-6255	10:30 a.m.	11:30 a.m.	Edelman Children's Court and Various DCFS locations
Antelope Valley West	1150 West Avenue J Lancaster, CA 93534	Priscilla Jones (661) 702-6255	11:00 a.m.	11:55 a.m.	Edelman Children's Court and Various DCFS locations
Antelope Valley Juvenile Court	1040 West Avenue J Lancaster, CA 93534	Sue Ennis (661) 945-6334	11:15 a.m.	N/A	Edelman Children's Court and Various DCFS locations
Covina Annex	1373 Center Court Drive 1 st Floor Covina, CA 91724	Lisa Schirmir (626) 938-1601	10:30 a.m.	N/A	Edelman Children's Court and Various DCFS locations
Pomona	100 West Second Street 5 th Floor Pomona, CA 91766	Christina Vasquez (909) 868-4525	11:00 a.m.	N/A	Edelman Children's Court and Various DCFS locations
Pasadena	532 East Colorado Blvd. 2 nd Floor Pasadena, CA 91101	Sandra Langley (646) 229-3408	9:00 a.m.	12:30 p.m.	Edelman Children's Court and Various DCFS locations
Norwalk	12440 Imperial Hwy. Room 501 Norwalk, CA 90650	Linda Tait (562) 345-6604	11:25 a.m.	N/A	Edelman Children Court and Various DCFS locations

Pick up and Delivery Locations and Schedule

Name	Street Address	Site Contact	First Stop	Second Stop	Deliver to
Internal Services Department	9150 East Imperial Hwy. Downey, CA	Al Mendez (562) 940-2305	N/A	N/A	None at this time
DCFS Case Storage Contractor	GRM Inc. 8500 Mercury Lane Pico Rivera, CA 90660	Scott Starkey or Lev Spivak (323) 726-5222	As needed, at 12:00 p.m.	5:00 p.m.	Various DCFS locations
Hall of Administration	500 West Temple 1 st Floor Mailroom Los Angeles, CA 91754	NOT SERVICED by DCFS	N/A	N/A	N/A
Command Post night route	3075 Wilshire Blvd. 6 th Floor Los Angeles, CA 90010	Deborah Ramirez (213) 639-4500	No Service at this time as per ERCP	N/A	N/A
Century Sheriff's Station	11703 South Alameda St. Lynwood, CA 90262		No Service at this time as per ERCP	N/A	N/A
L.A.P.D. Southwest	1546 West King Blvd. Los Angeles, CA 90062		No Service at this time as per ERCP	N/A	N/A
L.A.P.D. Wilshire Division	4861 West Venice Blvd. Los Angeles, CA 90019		No Service at this time as per ERCP	N/A	N/A
Lomita Sheriff's Station	26123 Narbonne Ave. Lomita, CA 90717		No Service at this time as per ERCP	N/A	N/A

Pick up and Delivery Locations and Schedule

Name	Street Address	Site Contact	First Stop	Second Stop	Deliver to
Torrance Police Department	3300 Civic Center Dr. Torrance, CA 90503		No Service at this time as per ERCP	N/A	N/A
DCFS Command Post night route end	3075 Wilshire Blvd. 6 th Floor Los Angeles, CA 90010	Deborah Ramirez (213) 639-4500	No Service at this time as per ERCP	N/A	N/A
Revenue Enhancement/ Covina	800 S. Barranca Mail Room Covina, CA 91723	Janie Green (626) 858-1402	Once a month date tba 8:30 a.m.	N/A	Hall of Administration Treasury and Tax Collector 500 W. Temple, Room TBA Los Angeles, CA 90012
Hall of Administration	Hall of Administration Treasury and Tax Collector 500 W. Temple, Room TBA Los Angeles, CA 90012	Janie Green (626) 858-1402	Once a month on the day after delivery to hall of administration return to pick up the run and return it to Covina		800 S. Barranca Mail Room Covina, CA 91723
IDC	Intake, Detention and Control Office Exterior Locked Box 2525 Corporate Place Monterey Park, CA 91745	Urgent problems are reported to Driver supervisor or Project Manager	After 10:00 p.m.	N/A	Edelman's Children's Court Exterior Mail Box 201 Centre Plaza Drive Monterey Park, CA 91745

Pick up and Delivery Locations and Schedule

Name	Street Address	Site Contact	First Stop	Second Stop	Deliver to
Edelman's Children's Court	Exterior Mail Box 201 Centre Plaza Drive Monterey Park, CA 91745	Urgent problems are reported to Driver supervisor or Project Manager	Before 5:00 a.m.	N/A	NONE

County of Los Angeles
Department of Children and Family Service

MESSENGER SERVICES

Exhibit A-2: Mail Pick up Transmittal Form

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
MESSENGER SERVICE CONTRACT
MAIL PICK UP TRANSMITTAL FORM

To: _____, County Program Manager
(Name)

(Location)

From: _____, County Office Representative
(Name)

(Location)

CHECK ALL TYPES OF MAIL TRANSPORTED BY CONTRACTOR

_____ Correspondence Case Records _____

_____ Court Documents Computer Files _____

_____ Other Mail _____

Case Files going to Storage _____ (Number of Bundles)
Attached is a list of the case files being sent to storage.

_____ **TOTAL NUMBER OF MAIL BAGS OR BOXES BEING TRANSPORTED**

Signature of Contractor's Driver

Date and Time (**very important**)

Signature of County's Office Representative

Date and Time (**very important**)

County of Los Angeles
Department of Children and Family Service

MESSENGER SERVICES

Exhibit A-3: Performance Requirement Summary

Performance Requirement Summary

Exhibit A-3

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard	Default
<p>Pickup, sort, and deliver all Mail, including case files, as specified in paragraph 8.3.1, Next Day Delivery, of the (SOW) and at the times specified in Exhibit A-1, Pickup and Delivery Locations and Schedule.</p>	<p>All Mail, including case files, is picked up, sorted, and delivered as specified in paragraph 8.3.1. Next Day Delivery of the SOW.</p>	<p>DCFS office notifies the notifies the Program Manager of unsatisfactory performance.</p> <p>Program Manager notifies Contractor and submits to Contractor a User Complaint Report (UCR).</p>	<p>If two UCR's are submitted in a twelve-month period that indicate that the CONTRACTOR was over 15 minutes late in picking-up and delivering all Mail designated for next day delivery. CONTRACTOR must submit within 48-hours from the receipt of the UCR a written corrective action plan to the COUNTY for review and approval.</p> <p>The COUNTY may impose a single deduction equal to 5% of the Fixed Monthly Fee (Exhibit B 1) when the following occurs:</p> <ol style="list-style-type: none"> 1) For each UCR over two 1ubmitted in a twelve-month period that indicates that the CONTRACTOR was over 15 minutes late picking-up & delivering all Mail designated for next day delivery; or 2) The corrective action plan l3ubmitted by CONTRACTOR does not meet with the COUNTY's approval 	<p>The COUNTY may terminate this contract in accordance with Section 49.0, Termination For Default if five or more UCR's are submitted and the following conditions apply:</p> <ol style="list-style-type: none"> 1) UCR's were submitted in a twelve-month period; and 2) UCR's indicate any manner of non-compliance or failure to perform the services specified in this Contract and SOW; and 3) Corrective action plans submitted by the CONTRACTOR in response to the UCR's were not acceptable to the COUNTY; or 4) CONTRACTOR did not submit a corrective action plan for any of the five UCR's.

Performance Requirement Summary

Exhibit A-3

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard	Default
<p>Pick up all court reports (yellow locked bags) and documents from the locations, and at the times specified in, Exhibit A-1, Messenger Services Pick up and Delivery Locations, and deliver all court reports and documents in yellow, locked bags to Edmund D. Edelman's Children's Court by 2:00 P.M. on the same day they are picked up, as specified in subparagraph 6.3.2.1 of the Statement of Work (SOW). This includes the redistribution of empty yellow bags to the originating location, per subparagraph 8.3.2.1.1 of the SOW.</p>	<p>All court reports are delivered by 2:00 p.m. in accordance with subparagraph 8.3.2.1 of the SOW. All Mail, including case I files, is picked up, sorted, and delivered as specified in paragraph 86.3.1, Next Day Delivery, of the SOW.</p>	<p>DCFS office notifies program- Manager of unsatisfactory performance.</p> <p>Program Manager notifies Contractor and submits to Contractor a User Complaint Report (UCR).</p>	<p>If two UCRs are submitted in a Twelve-month period that indicate that the CONTRACTOR was over-15 minutes late in picking-up and delivering court reports to Edelman's Court, CONTRACTOR must submit within 48-hours from the receipt of the UCR a written corrective action plan to the COUNTY for review and approval.</p> <p>The COUNTY may impose a single deduction equal to 5% of the Fixed Monthly Fee (Exhibit B 1) when the following occurs:</p> <p>1) For each UCR over two submitted in a twelve-month period that indicate that the CONTRACTOR was over 15 minutes late picking-up & delivering court reports to Edelman's Court; or</p> <p>2) The corrective action plan submitted does not meet with the COUNTY's approval.</p>	<p>The COUNTY may terminate this contract in accordance with Section 49.0, Termination For Default if five or more UCRs are submitted and the following conditions apply:</p> <p>1) UCRs were submitted in a twelve-month period; and</p> <p>2) UCRs indicate any manner of non-compliance or failure to perform the services specified in this contract and SOW; and</p> <p>3) Corrective action plans submitted the by CONTRACTOR in response to the UCRs were not acceptable to the COUNTY; or</p> <p>4) CONTRACTOR did not submit a corrective action plan for any of the five UCRs.</p>

Performance Requirement Summary

Exhibit A-3

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard	Default
<p>Pick-up all Urgent Retrievals from the County's case file storage contractor(s) at 12:00 noon and deliver all Urgent Retrievals by 5:00 P.M. the same, in accordance with Subparagraph 6.3.2.2 of the SOW.</p>	<p>All Urgent Retrievals are picked-up by 12:00 noon and delivered by 5:00 P.M. the same day.</p>	<p>DCFS office notifies Program Manager of unsatisfactory performance. Program Manager notifies Contractor and submits to Contractor a User Complaint Report (UCR)</p>	<p>If two UCRs are submitted in a twelve-month period that indicate that the CONTRACTOR was over 15 minutes late in picking up and delivering Urgent Retrievals, CONTRACTOR must submit within 48 hours from the receipt of the UCR a written corrective action plan to the COUNTY for review and approval.</p> <p>The COUNTY may impose a single deduction equal to 5% of the Fixed Monthly Fee (Exhibit 31) when the following occurs;</p> <p>1) For each UCR over two submitted in a twelve-month period that indicate that the CONTRACTOR was over 15 minutes late picking-up & delivering Urgent Retrievals; or</p> <p>2) The corrective action plan submitted does not meet with the COUNTY's approval.</p>	<p>The COUNTY may terminate this contract in accordance with Section 49.0, Termination For default if five or more UCRs are submitted and the following conditions apply:</p> <p>1) UCRs were submitted in 1 twelve-month period; and</p> <p>2) UCRs indicate any manner of non-compliance or failure to perform the services specified in this contract and SOW; and</p> <p>3) Corrective action plans submitted by the CONTRACTOR in response to the UCRs were not acceptable to the COUNTY; or</p> <p>4) CONTRACTOR did not submit a corrective action plan for any of the five UCRs.</p>

Performance Requirement Summary

Exhibit A-3

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard	Default
<p>Pick up all Mail at the Command Post by 12:00 P.M. and deliver all such mail to the Intake and Detention Control (IDC) office at Edmund D. Edelman Children's Court by 2:00 P.M., in accordance with subparagraph 8.3.2.3 of the SOW.</p>	<p>All Command Post mail is picked-up by 12:00 noon and delivered to IDC by 2:00 P.M. the same day.</p>	<p>DCFS office notifies Program manager of unsatisfactory performance. Program Manager notifies Contractor and submits to Contractor a User Complaint Report (UCR).</p>	<p>If two UCRs are submitted in a twelve-month period that indicate that the CONTRACTOR was over 15 minutes late in picking-up and delivering Command Post Mail, CONTRACTOR must submit within 48-hours from the receipt of the UCR a written corrective action plan to the COUNTY for review and approval.</p> <p>The COUNTY may impose a single deduction equal to 5% of the Fixed Monthly Fee (Exhibit 31) when the following occurs:</p> <p>1) For each UCR over two submitted in a twelve-month period that indicate that the CONTRACTOR was over 15 minutes late picking-up & delivering Command Post Mail; or</p> <p>2) The corrective action plan submitted does not meet with the COUNTY's approval.</p>	<p>The COUNTY may terminate this contract in accordance with Section 49.0, Termination For Default if five or more UCRs are submitted and the following conditions apply:</p> <p>1) UCRs were submitted in twelve-month period; and</p> <p>2) UCRs indicate any manner of non-compliance or failure to perform the services specified in this contract and SOW; and</p> <p>3) Corrective action plans submitted by the CONTRACTOR in response to the UCRs are not acceptable to the COUNTY; or</p> <p>4) CONTRACTOR did not submit a corrective action plan for any of the five UCRs.</p>

Performance Requirement Summary

Exhibit A-3

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard	Default
<p>***Pick up all Mail at the Command Post by 2:00 A.M. and deliver all such Mail to law enforcement stations by 5:00 A.M. on the same day, 7 days per week, 365 days per year, including weekends and holidays, in accordance with subparagraph 8.3.2.4 of the SOW.</p> <p>*** No service is being provided at this time.</p>	<p>All Command Post Mail is picked-up by 2:00 A.M. and delivered to law enforcement stations by 5:00 A.M. on the same day, 7 days per week, 365 days per year, weekends and holidays.</p>	<p>DCFS office notifies Program manager of unsatisfactory performance. Program Manager notifies Contractor and submits to Contractor a User Complaint Report (UCR).</p>	<p>If two UCRs are submitted in a twelve-month period that indicate that the CONTRACTOR was over 15 minutes late in picking-up and delivering Command Post Mail, CONTRACTOR must submit within 48-hours from the receipt of the UCR a written corrective action plan to the COUNTY for review and approval.</p> <p>The COUNTY may impose a single deduction equal to 5% of the Fixed Monthly Fee (Exhibit 31) when the following occurs:</p> <ol style="list-style-type: none"> 1) For each UCR over two submitted in a twelve-month period that indicate that the CONTRACTOR was over 15 minutes late picking-up & delivering Command Post Mail; or 2) The corrective action plan submitted does not meet with the COUNTY's approval. 	<p>The COUNTY may terminate this contract in accordance with Section 49.0, Termination For Default if five or more UCRs are submitted and, the following conditions apply:</p> <ol style="list-style-type: none"> 1) UCRs were submitted in a twelve-month period; and 2) .UCRs indicate any manner of non-compliance Dr failure to perform the services specified in this contract and SOW; and 3) Corrective action plans submitted by the CONTRACTOR in response to the UCRs were not acceptable to the COUNTY; or 4) CONTRACTOR did not submit a corrective action plan for any of the five UCRs.

Performance Requirement Summary

Exhibit A-3

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard	Default
<p>Safeguard all data and assure confidentiality of all Mail.</p>	<p>Safeguard all data and assure confidentiality of all Mail.</p>	<p>DCFS office notifies Program Manager of unsatisfactory performance.</p> <p>Program Manager notifies Contractor and submits to Contractor a User: Complaint Report (UCR).</p>	<p>If two UCRs are submitted in a twelve-month period that indicate that the CONTRACTOR did not safeguard all data and assure confidentiality of all Mail, CONTRACTOR must submit within 48-hours from the receipt of the UCR a written corrective action plan to the COUNTY for review and approval.</p> <p>The COUNTY may impose a single deduction equal to 5% of the Fixed Monthly Fee (Exhibit A-5) when the following occurs:</p> <p>1) For each UCR over two submitted in a twelve-month period that indicate that the CONTRACTOR did not safeguard all data and assure confidentiality of all Mail;</p> <p align="center">-or-</p> <p>2) The corrective action plan submitted does not meet with the COUNTY's approval.</p>	<p>The COUNTY may terminate this contract in accordance with Section 49.0, Termination For Default if five or more UCRs are submitted and the following conditions apply:</p> <p>1) UCRs were submitted in a twelve-month period; and</p> <p>2) UCRs indicate any manner of non-compliance or failure to perform the services specified in this contract and SOW; and</p> <p>3) Corrective action plans submitted the by CONTRACTOR in response to the UCRs were not acceptable to the COUNTY; or</p> <p>4) CONTRACTOR did not submit a corrective action plan for any of the five UCRs.</p>

Performance Requirement Summary

Exhibit A-3

Required Services	Performance Standard	Monitoring Method	Remedies for Non-compliance with Performance Standard	Default
<p>Adhere to all requirements of this contract and SOW, including, but not limited to, Section 7.0, Contractor's Drivers, 8.0, Equipment, 9.0 Volume of Mail, and 14.0, Right of Removal.</p>	<p>Adhere to all requirements of this contract and SOW.</p>	<p>DCFS office notifies Program Manager of unsatisfactory performance.</p> <p>Program Manager notifies Contractor and submits to Contractor a User: Complaint Report (UCR).</p>	<p>If two UCRs are submitted in a twelve-month period that indicate that the CONTRACTOR did not adhere to all requirements of this contract and SOW,</p> <p>CONTRACTOR must submit within 48-hours from the receipt of the UCR a written corrective action plan to the COUNTY for review and approval.</p> <p>The COUNTY may impose a single deduction equal to 5% of the Fixed Monthly Fee (ExhibitA-5) when the following occurs:</p> <p>1) For each UCR over two submitted in a twelve-month period that indicate that the CONTRACTOR did not safeguard all data and assure confidentiality of all Mail;</p> <p>-or-</p> <p>2) The corrective action plan submitted does not meet with the COUNTY's approval.</p>	<p>The COUNTY may terminate this contract in accordance with Section 49.0, Termination For Default if five or more UCRs are submitted and the following conditions apply:</p> <p>1) UCRs were submitted in a twelve-month period; and</p> <p>2) UCRs indicate any manner of non-compliance Dr failure to perform the services specified in this contract and SOW; and</p> <p>3) Corrective action plans submitted by the CONTRACTOR in response to the UCRs were not acceptable to the COUNTY; or</p> <p>4) CONTRACTOR did not submit a corrective action plan for any of the five UCRs.</p>

County of Los Angeles
Department of Children and Family Service

MESSENGER SERVICES

Exhibit A-4: User Complaint Report

**MESSENGER SERVICES
USER COMPLAINT REPORT (UCR)**

This form is to be used by DCFS users of Messenger Services to report service discrepancies and/or failure training as specified. This UCR must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____

DCFS User Name: _____

Phone Number: _____ E-mail Address: _____

Date (s) of Incident(s): _____

Below, please check the appropriate line and explain each incident separately:

____ Contractor's Program Director is not responding to messages.

____ Contractor's staff not available or not responding to messages.

____ Contractor making staff changes without notification to the County.

____ Illegal or inappropriate behavior by Contractor's staff.

____ Contractor not submitting reports or maintaining records as required.

____ Contractor not complying with the quality assurance requirements as specified in the contract.

____ Other (describe)

To report an urgent/serious problem, call Virpi Sidler, Program Manager at (213) 351-5656.

Send UCR to Virpi Sidler, Program Manager at 425 Shatto Place, Room 310, LA, CA 90020 and a copy to Contract Development/Fiscal Management Division at 425 Shatto Place, Room 400, LA, CA 90020.

County of Los Angeles
Department of Children and Family Service

MESSENGER SERVICES

Exhibit A-5: Pricing Schedule

MESSENGER SERVICE CONTRACT

**VALLEY COURIERS, INC.
PRICING SCHEDULE**

CONTRACTOR hereby agrees to perform the services, under all of the terms and conditions specified in the Contract, including the Statement of Work, Exhibits, Performance Requirements Summary and Attachments.

Below is CONTRACTOR's fixed monthly fee to provide the Messenger Service specified in Exhibit A, Statement of Work. This monthly fee shall be fixed and guaranteed for the contract term effective June 1, 2006 through April 30, 2007

Fixed Monthly Fee: \$19,850

MESSENGER SERVICES
Exhibit A-6: Line Item Budget

VALLEY COURIERS, INC.
Budget
JUNE 1, 2006 through APRIL 30, 2007

SALARIES AND BENEFITS

Salaries - Drivers	\$ 136,488.00
Salaries - Supervisors	<u>\$ 17,094.00</u>
Total Salaries	\$ 153,582.00
 Employees' Benefits	 <u>\$ 38,467.00</u>
 Total Salaries and Benefits	 \$ 192,049.00

SERVICES AND SUPPLIES

Car Insurance	\$ 4,356.00
Telephone	\$ 363.00
Uniforms	\$ 451.00
Pagers	\$ 297.00
Mail Bags	\$ 220.00
Cars and Dollies	<u>\$ 407.00</u>
Total Services and Supplies	\$ 6,084.00

TOTAL DIRECT COSTS	\$ 198,133.00
 Indirect Costs	 <u>\$ 7,435.00</u>
 Subtotal	 \$ 205,568.00
 Profit Margin	 <u>\$ 12,782.00</u>
 TOTAL ELEVEN-MONTH BUDGET	 <u>\$ 218,350.00</u>

EXHIBIT B: ATTACHMENTS

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | | |
|----|---|---------|--------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. | YES [] | NO [] |
| 2. | The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force. | YES [] | NO [] |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | YES [] | NO [] |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [] | NO [] |

Name of Firm

Print Name and Title

Authorized Signature

Date

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All Bidders/contractors must have this form on file with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. Non-profit firms are exempt from completing this form -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: _____
(Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans LAC/CBE
SANCTIONS

- 1. A person or business shall not:
a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

I understand that my employer, _____ (i.e., CONTRACTOR/SUBCONTRACTOR), has entered into a Contract with the County of Los Angeles (i.e., COUNTY) or CONTRACTOR/SUBCONTRACTOR to provide services. As a condition of my being employed by CONTRACTOR/SUBCONTRACTOR for the provision of these services, I am signing this Employee Acknowledgement and Confidentiality Agreement Form. I understand and agree that I am not an employee of COUNTY for any purpose and that I do not have any and will not acquire any rights or benefits from COUNTY as a result of any agreement between my employer (i.e., CONTRACTOR/SUBCONTRACTOR) and COUNTY.

As an employee of CONTRACTOR/SUBCONTRACTOR involved with providing these services, I may have access to confidential information pertaining to clients of DCFS. I understand and agree that any and all information and data, whether written or oral, obtained about DCFS clients or from DCFS clients while performing work pursuant to the Contract between CONTRACTOR and COUNTY is to be kept confidential and shall not be discussed with or disclosed to anyone except those specifically authorized by law or by order of the juvenile court.

I understand that I may not discuss any situation(s), which could possibly identify an individual, nor shall names, addresses, or other identifying information of applicants, clients, foster parents, or birth parents ever be discussed with any unauthorized person. I will not read narratives, letters, documents, or other information except as necessary in the performance of my duties.

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

I recognize and acknowledge that the unauthorized release of confidential information may subject me to civil and/or criminal action.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND I AGREE TO COMPLY WITH THESE STATEMENTS.

Signature of Employee

Date

Print Name

Title/Position

**CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Attachment D, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in

converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 **ACCOUNTING SYSTEM**

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)

- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.

- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - Accrual period
 - Gross pay
 - Itemized payroll deductions
 - Net pay amount
 - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vender name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

6.0 SUBCONTRACTS

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 DISBURSEMENTS

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 TIMEKEEPING

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 FIXED ASSETS

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a

minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 BONDING

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 POLICY

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 ALLOCATION OF COST POOLS

For CONTRACTOR's that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate ($\$240,000/\$1,000,000$)	24%
Program direct salaries	\$100,000
Program indirect costs ($24\% \times \$100,000$)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations

- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 ACTIVITY

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

Have You Told Your Employees About the Earned Income Credit (EIC)?

office.

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC? Notice 1015

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 11-2002)



Jury Service Program

Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Glora Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Krabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



**En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



**Estado de California
Gray Davis, Gobernador**

**Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario**

**Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora**



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infómele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Valley Couriers, Inc.

CONTRACT NO. _____

CONTRACTOR'S PROGRAM DIRECTOR:

Name: C. Shahram Alamdari

Title: Contracts Administrator

Address: 646 San Fernando Rd.

Los Angeles, Ca 90065

Telephone: (323) 225-8642

Facsimile: (323) 225-3250

E-Mail Address: csalamdari@valleycouriers.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Asdullah "Essy" Alamdari

Title: Vice President

Address: 646 San Fernando Rd.

Los Angeles, CA 90065

Telephone: (323) 225-8642

Facsimile: (323) 225-3250

E-Mail Address: essy@valleycouriers.com

Name: Nasrollah "Al" Alamdari

Title: President

Address: 646 San Fernando Rd.

Los Angeles, CA 90065

Telephone: (323) 225-8642

Facsimile: (323) 225-3250

E-Mail Address: al@valleycouriers.com

Notices to Contractor shall be sent to the following address:

Address: 646 San Fernando Rd.

Los Angeles, CA 90065

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROGRAM MANAGER:

Name: Virpi Sidler
Title: Children Services Administrator II
Address: 425 Shatto Pl, Room 310
Los Angeles, CA 90020
Telephone: (213) 351-5656
Facsimile: (213) 367-0909
E-Mail Address: virpi@dcfs.co.la.ca.us

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be

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made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

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2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

**COUNTY OF LOS ANGELES
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MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by
_____, on the _____
(Company or Subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or
indirectly to or on behalf of _____

(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or
indirectly from the full wages earned by any person, other than permissible deductions as defined in
Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
amendment (48, State. 948, 63 State, 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

Empty rectangular box for listing deductions.

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct
and complete; that the wage rates for employees contained therein are not less than the applicable County
of Los Angeles Living Wage rates contained in the contract.

3. That:

A WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR
PROGRAMS

☐ In addition to the basic hourly wage rates paid to each employee listed in the above
referenced payroll, payments of health benefits as required in the contract have been or
will be paid to appropriate programs for the benefit of such employees.

B WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

☐ Each employee listed in the above referenced payroll has been paid, as indicated on the
payroll, an amount not less than the applicable amount of the required County of Los
Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty
or perjury certifying that all information herein is complete and correct.

Print Name and Title: _____ Owner or Company Representative Signature: _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR
MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR
PROJECT FOR A PERIOD OF THREE (3) YEARS.



MODEL CONTRACTOR STAFFING PLAN

COMPANY: _____

COMPANY ADDRESS: _____

PROJECT: _____

DEPARTMENT NAME: _____

FACILITY OR LOCATION	POSITION TITLE	ROVER(S)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL-TIME PART-TIME	HOURLY RATE	HEALTHINS. YES/NO	MON. HOURS	TUES. HOURS	WED, HOURS	THURS. HOURS	FRI. HOURS	SAT. HOURS	SUN. HOURS	COUNTY TOTAL HOURS	NON-CNTY TOTAL HOURS

PAYROLL REPORTING FORM



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

ATTACHMENT O

SAMPLE

(1) CONTRACTOR	Tough Guy Inc.		(6) CONTRACT NO.:	12345
(2) NAME:	1501 Torrance Blvd., Ste. 11A,		(7) TYPE OF SERVICE:	Security Services - LAX Airport
(3) ADDRESS:	Torrance, CA 90503		(8) WORK LOCATION(S):	LAX Airport
(4) CONTACT PERSON:	T. Guy	(5) TELEPHONE: (213) 974-1393	(9) PAYROLL PERIOD (Beginning and end dates): 08 / 08 / 00 - 08 / 21 / 00	

(10) NAME / ADDRESS	(11) Last 4 digits SS#	(12) Position Title	(13) Health Ins.	(15) DAY AND DATE																															(16) Total Hours	(17) Pay Rate	(18) Gross Pay	(19) DEDUCTIONS					(24) Total Deduct
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
Del Real, Rafael 14821 Larch Ave. Lawndale, CA 90260	1111	Full	Part																																80	13.50	1080.00	Medi-SS	FICA	Fed Tax	State Tax	Hlth. Ins.	Other
				67.59		10.13	146.02	62.89	4.25																																		
				290.7	15.8	15.8																																					
CAUTION																																											

(10) NAME / ADDRESS	(11) Last 4 digits SS#	(12) Position Title	(13) Health Ins.	(15) DAY AND DATE																															(16) Total Hours	(17) Pay Rate	(18) Gross Pay	(19) DEDUCTIONS					(24) Total Deduct
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
Masterson, Philip 15567 Reeves Avenue Curtner City, CA 90230	2222	Full	Part																																80	9.46	756.80	Medi-SS	FICA	Fed Tax	State Tax	Hlth. Ins.	Other
				49.56		67.41	26.97	25.00																																			
				168.9	11.59	11.59																																					
CAUTION																																											

(10) NAME / ADDRESS	(11) Last 4 digits SS#	(12) Position Title	(13) Health Ins.	(15) DAY AND DATE																															(16) Total Hours	(17) Pay Rate	(18) Gross Pay	(19) DEDUCTIONS					(24) Total Deduct
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
Palmeri, Thomas 1711 Masontown Road Long Beach, CA 90802	3333	Full	Part																																44	9.46	416.24	Medi-SS	FICA	Fed Tax	State Tax	Hlth. Ins.	Other
				49.59		84.96	43.01	25.00																																			
				227.5	11.6	11.6																																					
CAUTION																																											

(10) NAME / ADDRESS	(11) Last 4 digits SS#	(12) Position Title	(13) Health Ins.	(15) DAY AND DATE																															(16) Total Hours	(17) Pay Rate	(18) Gross Pay	(19) DEDUCTIONS					(24) Total Deduct
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
Figuera, Arturo 5569 Via Marisol Los Angeles, CA 90042	4444	Full	Part																																66	9.46	624.36	Medi-SS	FICA	Fed Tax	State Tax	Hlth. Ins.	Other
				48.39		99.57	44.31	84.17	18.75																																		
				295.1	11.3	11.3																																					
CAUTION																																											

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