County of Los Angeles
**CHIEF EXECUTIVE OFFICE**
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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WILLIAM T FUJIOKA
Chief Executive Officer

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

June 17, 2008

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

Dear Supervisors:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES: RECOMMENDATION TO AWARD CONTRACTS AND APPROVE FUNDING RECOMMENDATIONS FOR THE COMMUNITY SERVICES BLOCK GRANT PROGRAM CONTRACTS (ALL DISTRICTS AFFECTED) (3 VOTES)**

## SUBJECT

Board approval is requested to delegate authority to execute contracts for the Community Services Block Grant program (CSBG) contracts effective July 1, 2008 through June 30, 2009.

## IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Social Services (DPSS) to execute contracts with the agencies listed on Attachment A, substantially similar to the attached contract (Attachment B). The contracts will be effective July 1, 2008 through June 30, 2009. The funding for all agencies shall not exceed $4,634,682 for the first year. Funding for any subsequent years will be determined upon receipt of funds through the State Department of Community Services and Development (DCSD). The projected funding allocation for each agency is listed in Attachment A.

2. Delegate authority to the Director of DPSS to negotiate and execute contract amendments with the agencies listed on Attachment A, for any required term extension and increase or decrease in the contract sum. The increase or decrease will not exceed 25 percent of the original contract amount and be commensurate with an increase or decrease in services. Any such amendment would be contingent on continued satisfactory contractor performance, available

funding, and approval by County Counsel and the Chief Executive Office (CEO). DPSS will inform the Board and CEO of any increase or decrease in funding. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow selected agencies to provide a range of services to assist low-income individuals and families to attain the skills, knowledge and motivation necessary to achieve self-sufficiency under the CSBG program.

The purpose of the CSBG program is to assist low-income individuals and families to achieve economic self-sufficiency through a variety of programs and services, such as employment, counseling, education, housing assistance, emergency services, nutrition, youth services, senior services, and health-related services. Currently, there are a total of 85 community-based organizations throughout the five Supervisorial Districts contracted by DPSS to provide CSBG services.

On December 12, 2006, DPSS obtained the Board's approval to extend the current contracts on a month-to-month basis until new contracts were executed, but no later than December 31, 2007.

In December 2007, the Board approved the Department's request to extend the contracts an additional six months or until new contracts were executed, but not to exceed June 30, 2008. The current CSBG contracts expire June 30, 2008.

### Implementation of Strategic Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #5: Children and Families' Well-Being as measured by achievements in the five outcome areas adopted by your Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

## FISCAL IMPACT/FINANCING

The projected allocation for each contractor for Fiscal Year (FY) 2008-09 is identified in Attachment A. The total projected cost for these contracts is $4,634,682 and is fully funded by DCSD Program Year (January through December) 2008 and 2009 funds. There is no impact on net County cost. The total projected cost is included in the Department's FY 2008-09 Proposed Budget. Funding for future FYs will be included in the Department's annual budget requests.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts will be executed after approval by the CEO and County Counsel. All of the standard County provisions will remain in effect through the expiration of the contracts.

County Counsel and the CEO have reviewed this Board letter and the contract has been approved as to form by County Counsel.

The Community Action Board (CAB) members attended the proposer evaluation panels as non-voting participants; however, they were able to offer their opinions.

## CONTRACTING PROCESS

Consistent with competitive procurement federal regulations for the CSBG program and County contracting policies, DPSS released a Request for Proposals in December 2006, seeking proposals to provide CSBG services throughout the County of Los Angeles.

The Department received a total of 200 proposals. Of these, 15 were originally rejected for technical deficiencies. However, ten of the rejections were rescinded.

A total of 195 proposals were evaluated. Based on the consensus scores reached, 123 contracts are being recommended for contract award with 62 proposers for the provision of CSBG services throughout the County. A CAB member participated on each panel as a non-voting member.

County review panels were requested by three proposers and convened on May 7, May 13 and May 14, 2008, respectively. In all three instances, the County review panels determined that the Department evaluated the proposals fairly and completely. All three proposers have been provided a final written report of the Panel's findings.

Thresholds based on the amount of funding for each category of service were established to determine the number of agencies that were to proceed to the third and final phase of the evaluation process, the oral presentations. The final phase of the evaluation process resulted in the selection of the proposers listed in Attachment A.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The award of these contracts will enable the Department to continue providing CSBG services to low-income residents in all Supervisorial Districts of Los Angeles County.

## CONCLUSION

The Executive Officer, Board of Supervisors is requested to return one adopted stamped Board letter to the Director of DPSS.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:MS
GP:JAB:cvb

Attachments

c: County Counsel
Executive Officer, Board of Supervisors
Community Action Board
Department of Public Social Services

CSBG Board Letter 6-3-08.doc

## COMMUNITY SERVICES BLOCK GRANT (CSBG) FUNDING ALLOCATION
## FISCAL YEAR 2008-2009

| | SUPERVISORIAL DISTRICT | FUNDING ALLOCATION | # CONTRACT AWARDED |
|---|---|---|---|
| 1 | FIRST SUPERVISORIAL DISTRICT | $1,674,275 | 34 |
| 2 | SECOND SUPERVISORIAL DISTRICT | $1,098,355 | 34 |
| 3 | THIRD SUPERVISORIAL DISTRICT | $154,029 | 10 |
| 4 | FOURTH SUPERVISORIAL DISTRICT | $719,340 | 19 |
| 5 | FIFTH SUPERVISORIAL DISTRICT | $988,683 | 26 |
| | TOTAL | $4,634,682 | 123 |

## COMMUNITY SERVICES BLOCK GRANT (CSBG) FUNDING ALLOCATION
## FISCAL YEAR 2008-2009
## FIRST SUPERVISORIAL DISTRICT

| | AGENCY | SERVICE CATEGORY | FUNDING ALLOCATION |
|---|---|---|---|
| 1 | Bienvenidos Children's Center, Inc. | Parenting Courses | $ 70,847.00 |
| 2 | Boys & Girls Club of Pomona Valley | Youth and After School | $ 40,000.00 |
| 3 | Catholic Charities of Los Angeles, Inc. | Youth Programs | $ 39,653.00 |
| 4 | Chicana Service Action Center | Homeless/Housing | $ 50,786.00 |
| 5 | Chicana Service Action Center | Education Programs | $ 50,786.00 |
| 6 | Church of Our Saviour/ Our Saviour Center | Health Services | $ 46,272.00 |
| 7 | Church of Our Saviour/ Our Saviour Center | Homeless/Housing | $ 25,000.00 |
| 8 | Church of Our Saviour/ Our Saviour Center | Youth and After School | $ 17,064.00 |
| 9 | Church of Our Saviour/ Our Saviour Center | Youth and After School | $ 17,064.00 |
| 10 | Community Rehabilitation Services | Parenting Courses | $ 90,615.00 |
| 11 | The East Los Angeles Women's Center | Domestic Violence | $ 30,698.00 |
| 12 | Eastmont Community Center | Senior Services | $ 91,500.00 |
| 13 | Foothill Family Service | Youth and After School | $ 68,101.00 |
| 14 | Harriett Buhai Center For Family Law | Domestic Violence | $ 25,000.00 |
| 15 | Harriett Buhai Center For Family Law | Legal Services | $ 50,000.00 |
| 16 | Harriett Buhai Center For Family Law | Legal Services | $ 25,000.00 |
| 17 | Inland Valley Council of Churches | Homeless/Housing | $ 30,000.00 |
| 18 | Jovenes, Inc. | Homeless/Housing | $ 67,365.00 |
| 19 | Legal Aid Foundation of Los Angeles | Legal Services | $ 47,402.00 |
| 20 | Los Angeles Conservation Corps | Youth and After School | $ 32,420.00 |
| 21 | Mid Valley Recovery Services, Inc. | Parenting Programs | $ 39,653.00 |
| 22 | Neighborhood Legal Services of Los Angeles County | Legal Services | $ 53,783.00 |
| 23 | Neighborhood Legal Services of Los Angeles County | Legal Services | $ 53,782.00 |
| 24 | Phoenix Houses of Los Angeles, Inc. | Homeless/Housing | $ 31,270.00 |
| 25 | Plaza Community Center, Inc. | Youth Programs | $ 35,615.00 |
| 26 | Santa Anita Family Service | Domestic Violence | $ 60,306.00 |
| 27 | Santa Anita Family Service | Senior Services | $ 25,000.00 |
| 28 | Soledad Enrichment Action, Inc. | Parenting Courses | $ 90,536.00 |
| 29 | Southeast Area Social Services Funding Authority | Senior Services | $ 73,372.00 |
| 30 | The Southeast Churches Service Center | Homeless Services | $ 54,573.00 |
| 31 | Special Service for Groups - Children's Dental | Dental Services | $ 78,508.00 |
| 32 | SPIRITT Family Services | Youth and After School | $ 30,000.00 |
| 33 | SPIRITT Family Services | Youth and After School | $ 80,000.00 |
| 34 | YWCA of San Gabriel - Intervale Senior | Senior Services | $ 52,304.00 |
| | TOTAL | | $ 1,674,275 |

## COMMUNITY SERVICES BLOCK GRANT (CSBG) FUNDING ALLOCATION
## FISCAL YEAR 2008-2009
## SECOND SUPERVISORIAL DISTRICT

| | AGENCY | SERVICE CATEGORY | FUNDING ALLOCATION |
|---|---|---|---|
| 1 | 1736 Family Crisis Center | Domestic Violence | $ 14,554 |
| 2 | 1736 Family Crisis Center | Employment | $ 46,725 |
| 3 | 1736 Family Crisis Center | Youth Services | $ 43,360 |
| 4 | A Home for Us, Inc. | Training/Education | $ 28,319 |
| 5* | Asian American Drug Abuse Program, Inc. (VIET) | Employment | $ 23,362 |
| 6 | Asian American Drug Abuse Program, Inc. (Youth) | Youth Services | $ 21,680 |
| 7 | Catholic Charities of Los Angeles, Inc. | Youth Services | $ 65,040 |
| 8 | Center for the Pacific Asian Family, Inc. | Domestic Violence | $ 23,287 |
| 9 | Center for the Pacific Asian Family, Inc. | Housing/Food | $ 40,000 |
| 10 | Chicana Service Action Center | Employment | $ 24,297 |
| 11 | Chicana Service Action Center | Housing/Food | $ 98,421 |
| 12 | Chicana Service Action Center | Training/Education | $ 23,113 |
| 13 | Harriett Buhai Center For Family Law | Legal Services | $ 29,315 |
| 14 | Hermandad Los Angeles Economic and Community Development Corporation | Immigrant Services | $ 25,000 |
| 15 | Institute for Multicultural Counseling and Education Services | Counseling | $ 43,200 |
| 16 | Jewish Family Service of Los Angeles | Housing/Food | $ 50,000 |
| 17 | Jewish Vocational Service | Employment | $ 23,362 |
| 18 | Jewish Vocational Service | Youth Services | $ 21,680 |
| 19 | Legal Aid Foundation of Los Angeles | Legal Services | $ 24,914 |
| 20 | Mary Lind Foundation | Housing/Food | $ 25,000 |
| 21 | National Office of Samoan Affairs | Case Management | $ 10,000 |
| 22 | National Office of Samoan Affairs | Counseling | $ 10,000 |
| 23 | National Office of Samoan Affairs | Domestic Violence | $ 11,073 |
| 24 | National Office of Samoan Affairs | Legal Services | $ 10,000 |
| 25 | People Assisting the Homeless (PATH) | Housing/Food | $ 24,300 |
| 26 | People Assisting the Homeless (PATH) | Job Services | $ 11,073 |
| 27 | Personal Involvement Center, Inc. | Training/Education | $ 23,601 |
| 28 | Project IMPACT | Youth Services | $ 96,877 |
| 29 | Richstone Family Center | Counseling | $ 19,583 |
| 30 | Richstone Family Center | Youth Services | $ 10,000 |
| 31 | Soledad Enrichment Action, Inc. | Job Services | $ 38,447 |
| 32 | Special Services for Groups - Hurting/Hungry | Housing/Food | $ 56,212 |
| 33 | Special Services for Groups - Technical | Training/Education | $ 42,713 |
| 34 | Special Services for Groups - Tongan | Case Management | $ 39,847 |
| | **TOTAL** | | **$ 1,098,355** |

## COMMUNITY SERVICES BLOCK GRANT (CSBG) FUNDING ALLOCATION
## FISCAL YEAR 2008-2009
## THIRD SUPERVISORIAL DISTRICT

| | AGENCY | SERVICE CATEGORY | FUNDING ALLOCATION |
|---|---|---|---|
| 1 | Activities for Retarded Children, Inc. | Training/Education | $ 15,403 |
| 2 | Catholic Charities of Los Angeles, Inc. | Training/Education | $ 15,403 |
| 3 | Center for the Pacific Asian Family, Inc. | Housing/Food | $ 15,403 |
| 4 | Clothes the Deal | Employment | $ 15,403 |
| 5 | Jewish Family Service of Los Angeles | Counseling | $ 15,403 |
| 6 | Jewish Vocational Service | Employment | $ 15,403 |
| 7 | Mary Lind Foundation | Housing/Food | $ 15,403 |
| 8 | Neighborhood Legal Services of Los Angeles County | Legal Services | $ 15,403 |
| 9 | Phoenix Houses of California, Inc. | Employment | $ 15,403 |
| 10 | Saint Joseph Center | Senior Services | $ 15,403 |
| | **TOTAL** | | **$ 154,029** |

## COMMUNITY SERVICES BLOCK GRANT (CSBG) FUNDING ALLOCATION
## FISCAL YEAR 2008-2009
## FOURTH SUPERVISORIAL DISTRICT

| | AGENCY | SERVICE CATEGORY | FUNDING ALLOCATION |
|---|---|---|---|
| 1 | 1736 Family Crisis Center | Domestic Violence | $ 38,964 |
| 2 | 1736 Family Crisis Center | Youth Services | $ 28,216 |
| 3 | Center for the Pacific Asian Family, Inc. | Domestic Violence | $ 15,000 |
| 4 | Center for the Pacific Asian Family, Inc. | Housing/Food | $ 15,000 |
| 5 | Harbor Interfaith Services | Housing/Food | $ 37,489 |
| 6 | Harriet Buhai Center For Family Law | Domestic Violence | $ 15,000 |
| 7 | Harriet Buhai Center For Family Law | Legal Services | $ 15,000 |
| 8 | Little Tokyo Service Center | Senior Services | $ 20,669 |
| 9 | Los Amigos Research and Education | Senior Services | $ 181,316 |
| 10 | National Office of Samoan Affairs | Legal Services | $ 15,000 |
| 11 | Richstone Family Center | Youth Services | $ 15,000 |
| 12 | Southeast Area Social Services Funding Authority | Senior Services | $ 44,109 |
| 13 | Southern California Alcohol and Drug Programs, Inc. | Health Services | $ 15,000 |
| 14 | Southern California Alcohol and Drug Programs, Inc. | Housing/Food | $ 70,894 |
| 15 | Stop Homelessness in the Rio Hondo Area, Inc. | Housing/Food | $ 20,631 |
| 16 | Stop Homelessness in the Rio Hondo Area, Inc. | Youth Services | $ 15,000 |
| 17 | Su Casa | Domestic Violence | $ 65,075 |
| 18 | Women's & Children's Crisis Shelter, Inc. | Domestic Violence | $ 47,961 |
| 19 | YWCA of San Gabriel - Intervale Senior | Senior Services | $ 44,016 |
| | **TOTAL** | | **$ 719,340** |

## COMMUNITY SERVICES BLOCK GRANT (CSBG) FUNDING ALLOCATION
## FISCAL YEAR 2008-2009
## FIFTH SUPERVISORIAL DISTRICT

| | AGENCY | SERVICE CATEGORY | FUNDING ALLOCATION |
|---|---|---|---|
| 1 | Activities for Retarded Children, Inc. | Training/Education | $ 11,029 |
| 2 | Antelope Valley Boys & Girls Club | Youth Services | $ 53,540 |
| 3 | Armenian Relief Society | Senior Services | $ 29,124 |
| 4* | Asian Youth Center | After School Programs | $ 16,340 |
| 5 | Bethune Theatredanse | Youth Services | $ 41,476 |
| 6 | Boys & Girls Club of Foothills | After School Programs | $ 22,295 |
| 7 | Catholic Charities of Los Angeles, Inc. | Case Management | $ 34,115 |
| 8 | Catholic Charities of Los Angeles, Inc. | Job Services | $ 18,554 |
| 9 | Catholic Charities of Los Angeles, Inc. | Training/Education | $ 5,698 |
| 10 | Community Rehabilitation Services, Inc. | Job Services | $ 18,554 |
| 11 | Crossroads, Inc. | Housing/Food | $ 38,923 |
| 12 | Foothill Family Service | Counseling | $ 55,127 |
| 13 | Foothill Family Service | Domestic Violence | $ 52,922 |
| 14 | Foothill Family Service | Senior Services | $ 30,620 |
| 15 | Friends Outside of LA County | Job Services | $ 46,276 |
| 16 | Glendale YWCA | Domestic Violence | $ 16,981 |
| 17 | Neighborhood Legal Services of Los Angeles County | Legal Services | $ 17,765 |
| 18 | Santa Anita Family Service | Case Management | $ 29,384 |
| 19 | Santa Anita Family Service | Senior Services | $ 52,115 |
| 20 | United Community Action Network | Youth Services | $ 18,044 |
| 21 | Valley Oasis (Antelope Valley Domestic Violence) | Case Management | $ 55,680 |
| 22 | Valley Oasis (Antelope Valley Domestic Violence) | Counseling | $ 76,542 |
| 23 | Valley Oasis (Antelope Valley Domestic Violence) | Domestic Violence | $ 65,873 |
| 24 | Wings of Refuge Family Service Agency | Youth Services | $ 55,201 |
| 25 | YWCA of San Gabriel - Intervale Senior | Senior Services | $ 29,885 |
| 26 | YWCA of San Gabriel Valley - WINGS Program | Domestic Violence | $ 96,620 |
| | **TOTAL** | | **$ 988,683** |

# DEPARTMENT OF

# PUBLIC SOCIAL SERVICES

## CONTRACT
## BY AND BETWEEN

## COUNTY OF LOS ANGELES

AND

_____

FOR

## COMMUNITY SERVICES BLOCK GRANT SERVICES

IN

## SUPERVISORIAL DISTRICT _____

For

_____

Prepared By
Department of Public Social Services
Contract Management Division
12860 Crossroads Parkway South
City of Industry, CA 91746-3411

July 2008

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# CONTRACT BETWEEN
# COUNTY OF LOS ANGELES
# AND

_____

# FOR
# COMMUNITY SERVICES BLOCK GRANT SERVICES

This Contract and its Attachments are made and entered into this ___ day of _____, 2008 by and between the County of Los Angeles, hereinafter referred to as COUNTY and _____hereinafter referred to as CONTRACTOR. _____is located at_____.

**RECITALS**

WHEREAS, COUNTY has received Community Services Block Grant (CSBG) funds from the State of California, Department of Community Services and Development (CSD) pursuant to Government Code Section 12725 et. seq. and Subtitle B of Title VI of Public Law 97-35, as amended to administer a locally controlled CSBG Program that promotes the principles of self-help and assists low-income families and individuals to become self-sufficient;

WHEREAS, COUNTY has been duly recognized by the federal government as a Community Action Agency (CAA);

WHEREAS, COUNTY desires to contract with non-profit, faith-based and/or public agencies to provide services that meet the goals of the CSBG program;

WHEREAS, COUNTY has selected CONTRACTOR to provide services that promote the goals of the CSBG program for low-income families and individuals; and

WHEREAS, CONTRACTOR desires to participate in said program and is qualified and has the expertise to provide the services described herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following

## 1.0 APPLICABLE DOCUMENT

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S are attached to and form a part of this contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base contract and the attachments, or between attachments, such conflict or

inconsistency shall be resolved by giving precedence first to the contract and then to the attachments according to the following priority:

| | | |
|---|---|---|
| 1.1 | ATTACHMENT A | Statement of Work and Technical Exhibits |
| 1.2 | ATTACHMENT B | Contractor's Budget |
| 1.3 | ATTACHMENT C | Certification of No Conflict of Interest |
| 1.4 | ATTACHMENT D | Familiarity of County Lobbyist Ordinance Certification |
| 1.5 | ATTACHMENT E | Contractor's EEO Certification |
| 1.6 | ATTACHMENT F | Contractor's Nondiscrimination in Services Certification |
| 1.7 | ATTACHMENT G | Assurance of Compliance of Civil Rights Resolution Agreement with Los Angeles County DPSS |
| 1.8 | ATTACHMENT H | Civil Rights Complaint – Contractor Form and Flowchart |
| 1.9 | ATTACHMENT I | Attestation of Willingness to Consider GAIN/GROW Participants |
| 1.10 | ATTACHMENT J | Contractor Employee Acknowledgement & Confidentiality Agreement |
| 1.11 | ATTACHMENT K | Contractor Employee Jury Service Program Certification Form & Application for Exception |
| 1.12 | ATTACHMENT L | Certification Re: Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R. part 76) |
| 1.13 | ATTACHMENT M | Internal Revenue Service Notice 1015 – Earned Income Tax Credit |
| 1.14 | ATTACHMENT N | Safely Surrendered Baby Law Fact Sheet |
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| 1.15 | ATTACHMENT P | Administration of Agreement - County |
| 1.16 | ATTACHMENT Q | Administration of Agreement – Contractor |
| 1.18 | ATTACHMENT R | Los Angeles County Zip Code List |
| 1.19 | ATTACHMENT S | Unincorporated Areas within the County of Los Angeles |

This contract and the attachments hereto constitute the complete and exclusive statement of understanding between the parties and supersede all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this contract. No change to this contract shall be valid unless prepared pursuant to Sub-paragraph 8.6 - Change Notices and Amendments, and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. 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.

2.1 **Acceptable Quality Level (AQL):** Acceptable Quality Level is a measurement which expresses the allowable leeway or variance from the Contract Standard, above which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 **Actual Cost:** Method of payment in which the contractor is paid for actual costs to provide services up to the total contract amount.

2.3 **Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).

- **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).

- **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.

- **Unit Cost** – fixed fee for non-public agencies.

2.4 **Case Management:** The coordination of services and activities in a linguistic and the culturally appropriate manner, including but limited to assessing the client's employability and need for supportive services; tracking and evaluating the client's progress; and referring the client to community resources.

2.5 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

2.6 **Contract Discrepancy Report:** The report that is used when the performance of the Contractor is unacceptable, and/or when the number of discrepancies found during contract monitoring exceeds the number of discrepancies allowed by the AQL.

2.7 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.8 **Contractor Manager:** The individual designated by the contractor to administer the contract operations after the contract award.

2.9 **Counseling:** Providing direction, support and guidance in academic, vocational, and personal matters to assist clients in their development.

2.10 **County Contract Administrator:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by contractor.

2.11 **County Contract Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Contract Manager.

2.12 **Day(s):** Calendar day(s) unless otherwise specified.

2.13 **Department of Public Social Services (DPSS):** The County Department responsible for providing CalWORKs, financial and social services to eligible low income individuals and families.

2.14 **Duplicated Clients:** Clients that return more than once for the **same** services in the same calendar month.

2.15 **Education:** Activities providing knowledge, instructions and information to clients to enable them to maintain employment.

2.16 **Employment:** Beneficial activities provided to assist clients in securing employment or acquiring learning skills that promote opportunities for employment.

2.17 **Fee-for-Service/Firm Fixed Fee:** The method of payment in which the contractor is paid a negotiated amount for the completion of contract performance.

2.18 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.19 **Food:** Providing nourishment to individuals such as food give-aways, food banks, etc.

2.20 **Health Services:** Services performed by health care professionals or by others under their direction, for the purpose of promoting, maintaining, or restoring health. This can also include providing information regarding enrollment into health programs or health education services.

2.21 **Housing:** Providing shelter for individuals, either on a temporary basis or permanent.

2.22 **Immigrant Services:** Services that provide information on and assist immigrants with services that will help a variety of issues including, but not limited to, access to public benefits, housing, domestic violence, child support, training, education, citizenship, and employment.

**2.23 Maximum Contract Amount:** The highest contract amount that will be awarded to a contractor in a Supervisorial District/sub-District.

**2.24 Minimum Contract Amount:** The lowest contract amount that will be awarded to a contractor in a Supervisorial District/sub-District.

**2.25 Monthly Management Report:** The report that the Contractor will provide to the County monthly to apprise the County of the services provided in the prior month, program accomplishments, including the statistical data that supports the Contractor's performance, consistent with the Specific Tasks requirements detailed in Section 6.0 of this Statement of Work.

**2.26 Performance Requirement Summary (PRS):** The document, furnished by the County (Technical Exhibit A-1 hereunder) which identifies and summarizes elements of this contract, the County will be evaluating to assure that contract performance standards are met by the Contractor.

**2.27 Quality Control Program:** All necessary measures taken by the Contractor to assure that the quality of services will meet contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

**2.28 Random Sample:** A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor the Contractor's performance in providing the required services.

**2.29 Sample Size:** The number of units or services to be checked/monitored in a given time period.

**2.30 Statement of Work:** A detailed statement of the services being provided or requested and included under the contract (i.e., the Contractor will provide all personnel, materials, general supervision and other items or services necessary to perform the required services).

**2.31 Standard:** A minimum requirement set by the County for the Contractor to perform a service or activity.

**2.32 Sub-District:** A geographic designation to allow the identification of specific service needs by area.

**2.33 Supervisorial District:** Los Angeles County is divided into five geographical areas each with an elected Supervisor who is a member of the Los Angeles County Board of Supervisors.

**2.34 Training:** Activity leading to useful skills, techniques and methodologies to assist clients in becoming self-sufficient.

**2.35** **Unduplicated Clients:** New or returning clients that have completed the program/service(s).

**2.36** **Unincorporated Cities:** Those communities and areas that are outside the jurisdictional boundaries of incorporated cities

**2.37** **Youth Services:** Programs for youth such as sports, organized activities, counseling, mentoring, tutoring, etc.

## 3.0 WORK

**3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Attachment A, *Statement of Work.*

**3.2** 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.

## 4.0 TERM OF CONTRACT

**4.1** The term of this contract shall be for one (1) year commencing July 1, 2008 and shall expire on June 30, 2009, with County option to renew for two additional one-year options not to exceed three years, subject to State funding approval, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

**4.2** The contract is subject to the County's right to terminate earlier for convenience which includes, non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this contract and breach of warranty to maintain compliance with the County's Child Support Compliance Program, the Contractor shall, upon receipt of notice termination:

**4.2.1** Immediately eliminate all new costs and expenses under this Contract. In addition, the Contractor shall immediately minimize all other costs and expenses under this Contract. The Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.

**4.2.2** Promptly report to the County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

**4.3** Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon

occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in Attachment P.

## 5.0 CONTRACTOR PAYMENT

### 5.1 Basic Compensation

County and Contractor agree that this is a firm-fixed fee for service Contract.

The Contractor will be compensated at a firm-fixed rate *of* _____ *per Unduplicated Client served* in accordance with the Statement of Work. Payment to the Contractor will be made in arrears on a monthly basis. The Contractor invoice amount could be subject to performance fiscal deductions as specified hereunder.

### 5.2 Maximum Contract Amount

The maximum amount of this Contract is _____ for the one year period of July 1, 2008 through June 30, 2009. CONTRACTOR understands and acknowledges that the County's obligation is specifically conditioned upon the County receiving the actual program year 2008 and 2009 CSBG funding from the State. In the event that the year 2008 and/or 2009 CSBG funds are increased/decreased, the contract amount and/or terms of this Contract will be adjusted accordingly.

CONTRACTOR shall not be paid for any Contract expenditures that exceed the maximum contract amount and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures that exceed the maximum contract amount. Any expenditure that exceeds the maximum contract amount shall become the fiscal responsibility of CONTRACTOR.

Contractor shall not exceed each year's annual budgeted amount and shall not roll-over unspent money from each year's budget to the subsequent year's budget.

**5.3** The total amount is contingent upon the continuing availability of CSBG funds. The optional years' funding will be contingent upon the availability of funds subsequent to the release of the State allocation and may be subsequently adjusted based on that allocation.

**5.4** The 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. The Contractor shall not be entitled to payment for any services provided after the expiration or termination of this agreement. 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.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in Attachment P.

## 5.5 Performance Deductions

**The County shall assess financial deductions starting the first six months after contract execution and shall assess financial deductions every six months thereafter.** The financial deductions will apply to non-compliance of the performance outcome measures in Attachment A, Statement of Work, Section 7.0 and assessment of points in accordance with Technical Exhibit A-1, Performance Requirement Summary, Section 1.7. Deductions will be assessed based on the Contractor's cumulative performance for the entire six months and applied to the invoice that follows the end of the six months.

The Contractor shall be assessed financial deductions under the following provisions:

1. During the six months, should the Contractor fail to meet one of the performance measures as described in Attachment A, Statement of Work, Section 7.0, Performance Outcome Measures, the Contractor shall receive a payment deduction equal to five percent (5%) of the monthly invoice the month following the end of the six months.

2. During the six months, if the Contractor's accumulated Unsatisfactory Performance Indicator (UPI) based on contract deficiencies, in accordance with Technical Exhibit A-1, Performance Requirement Summary, Section 1.7, the Contractor shall be assessed $50 per point for each UPI point exceeding 400 points per every six months.

The County, at its sole discretion, reserves the right to waive these deductions.

## 5.6 Invoices and Payments

**5.6.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Attachment A - Statement of Work, and elsewhere hereunder. The Contractor shall prepare monthly invoices, which shall include the charges owed to the Contractor by the County under the terms of this contract. 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 payment shall be due to the Contractor for that work.

**5.6.2** The Contractor shall invoice County according to the firm fixed fee for each participant served through the end of the service month. The actual number of participants served multiplied by the firm fixed fee shall be the total monthly charge Contractor shall invoice the County.

**5.6.3** The Contractor shall submit complete and accurate monthly invoices to the County by the 10th calendar day of the month following the month of service in accordance with the invoice sample hereunder in *Technical Exhibit A-4* in an original and one copy, to include but not limited to the following back-up documentation; the Monthly Management Reports (Technical Exhibit A-5), State Reports (Technical Exhibit A-11, and the Participant Sign-in Sheet (Technical Exhibit A-6).

**5.6.4** All invoice submissions must be approved and signed by the agency personnel responsible for preparing and submitting the invoices. Additionally, the invoice must also be approved and signed by the Executive Director or Director prior to the submission of the invoices

**5.6.5** Payment to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due. Approval of payment will not be unreasonably withheld.

**5.6.6** The County shall review the invoice and back-up documentation and make payment adjustments as allowed by Contractor (i.e., for deductions, etc.) and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. The County will make a reasonable effort to effect payment to the Contractor within 30 days from receipt of an invoice that is accurate as to form and content.

**5.6.7** The Contractor shall submit an original and one hard copy of the invoices and all back-up documentation to:

Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746-3411
Attn: CSBG County Contract Administrator

**5.6.8** Upon the implementation of the CSBG Automation System, the Contractor will be required to submit all invoices and back-up documentation electronically. In addition, the Contractor will continue to submit an original and one hard copy of the invoices and the back-up documentation to the County Contract

Administrator by the 10th calendar day of the month following the month of service.

5.6.9 **County Approval of Invoices** All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6.10 **Withholding of Payment** If Contractor fails to submit accurate, complete, and timely invoices to include but not limited to the back-up documentation stated in subsection 5.6.3 above, the County may withhold from payment to 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 MMRs, State Reports, Participant Sign-In Sheets, or additional supporting documentation.

5.6.11 **Allegations of Fraud and/or Abuse** In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold up to twenty percent (20%) of the Contract amount, or the amount in dispute, or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the Director or its representative that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

5.6.12 **Disallowed Costs** The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating any DPSS contract that the Contractor has with the County. The County shall require the Contractor pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs.

5.6.13 **Delay of Payment** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

**5.6.14** **Final Payment** Prior to receiving final payment under this Contract, Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations and claims arising out of or under this Contract.

### 5.7 Reallocation of Funds

Contractor must maintain performance levels at 70% of the contract agreement from July 1, 2008 through June 30, 2009 in accordance with Attachment *A*, Statement of Work, Section 7.0, Performance Outcomes Measures. County will assess Contractor's performance in January or any other month as determined by the County, to determine performance level. If Contractor falls below 70% of the performance levels, in February or any other month as determined by the County, Contractor funds may be reduced and reallocated to other contractors who are meeting their performance levels. If Contractor meets and/or exceeds 70% of the performance levels, then Contractor may qualify for an increase of funds. The County, at its discretion, may reduce the Contractor's total maximum Contract amount for the following contract year to more accurately reflect the Contractor's level of service.

## 6.0 ADMINISTRATION OF CONTRACT - COUNTY

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs is designated in *Attachment P*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### 6.1 County's Contract Administrator (CCA)

The responsibilities of the County's Contract Administrator (CCA) 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;
- Meeting with Contractor's Contract Manager on an as-needed basis; and
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA 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. The County's Contract Administrator is responsible for overseeing the day-to-day administration of this Contract.

### 6.2 County's Contract Program Monitor (CPM)

The County's Contract Program Monitor (CPM) is responsible for monitoring any and all tasks, deliverables, goods, services, or other work provided by the CCA. The CPM reports to the CCA.

# 7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

## 7.1 Contractor's Project Manager

**7.1.1** Contractor's Contract Manager must have two (2) years of experience supervising staff providing _____ services as designated in Technical Exhibit A-9. The Contractor shall notify the County in writing of any change in the name, address, phone number or email address of the Contractor's Contract Manager within 5 days of the change.

**7.1.2** Contractor's Contract Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA and/or CPM (upon CCA's approval) on a regular basis.

## 7.2 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 Contract Manager.

## 7.3 Background and Security Investigations

**7.3.1** All Contractor staff performing work under this Contract shall 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, which may include, but not be limited to fingerprinting. 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.

**7.3.2** 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 nor to Contractor's staff any information obtained through the County conducted background clearance.

**7.3.3** County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access.

**7.3.4** Disqualification, if any, of Contractor's staff, pursuant to this sub-paragraph 7.3, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

# 8.0 TERMS AND CONDITIONS

## 8.1 ASSIGNMENT AND DELEGATION

**8.1.1** The Contractor shall not assign its rights or delegate its duties under this contract, or both, either in whole or in part, without the prior written consent of the Department Head. Any unapproved assignment or delegation shall be null and void. Any payments by DPSS to any approved delegate or assignee on any claim under this contract shall be deductible, at DPSS sole discretion against the claims which the Contractor may have against the County.

**8.1.2** 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), corporations, 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 prior written consent of COUNTY in accordance with applicable provisions of this Contract.

**8.1.3.** 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 DPSS express prior written approval, may result in the termination of this contract.

## 8.2 AUDIT SETTLEMENT

If at any time during the term of the Contract, or within five (5) years after the expiration or termination of the Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the

COUNTY to the CONTRACTOR, then the difference shall be paid to CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

## 8.3 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.

## 8.4 BUDGET REDUCTIONS

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 during the term of the Contract (including any extensions), and the services to be provided by the Contractor under the Contract shall be reduced correspondingly. 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. The Contractor shall continue to provide all of the services set forth in this Contract.

## 8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

## 8.6 CHANGE NOTICES AND AMENDMENTS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

**8.6.1** The COUNTY reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a *Change Notice* shall be prepared and signed by the CCA and the CONTRACTOR's Contract Manager.

**8.6.2** For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and the CONTRACTOR except as provided in Section 8.6.3 herein below.

**8.6.3** The DPSS Director may prepare and sign amendments to the Contract without further action by the County Board of Supervisors under the following conditions:

**8.6.3.1** Amendments shall be in compliance with applicable County, State and Federal regulations.

**8.6.3.2** The amendment is for a decrease or an increase not to exceed twenty-five percent (25%) of the accumulated yearly Contract sum.

**8.6.3.3** The County Board of Supervisors has appropriated sufficient funds in the DPSS Budget.

**8.6.3.4** DPSS shall obtain the approval of County Counsel or his designee for an amendment to this Contract.

**8.6.3.5** Director will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Executive Office within 15 days after execution of each amendment.

**8.6.4** The County Board of Supervisors or Chief Executive 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 Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DPSS.

## 8.7 CHILD/ELDER ABUSE/FRAUD REPORTING

**8.7.1** Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Section 11166 and 11167.

**8.7.2** Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four (24) hours.

**8.7.3** Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Section 15630 and 15633.5.

**8.7.4** Contractor staff working on this Contract shall also immediately report all suspected fraud situations to the County within three (3) business days.

## 8.8 COLLECTIVE BARGAINING AGREEMENT

To comply with California Department of Social Services Regulations Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under the Contract.

## 8.9 COMPLAINTS

The Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

Within five (5) business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.9.1** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.9.2** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

**8.9.3** 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.

**8.9.4** The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

**8.9.5** 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.

**8.9.6** Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## 8.10 COMPLIANCE WITH APPLICABLE LAW

**8.10.1** The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.10.2** The 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.

## 8.11 COMPLIANCE WITH CIVIL RIGHTS LAWS

**8.11.1** The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, martial status, sex, age gender or disability. The Contractor shall sign and adhere to the Nondiscrimination in Services Certification", Attachment F.

**8.11.2** In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights

actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. Contractor shall comply with the terms of the Resolution Agreement as set forth in Attachment G, as directed by DPSS.

## 8.12 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

### 8.12.1 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.

### 8.12.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" 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 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.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and have received or will receive an aggregate sum of $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 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 the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

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 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.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the 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.

**8.13 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT**

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

**8.14 CONFIDENTIALITY**

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "Contractor *Employee* Acknowledgment and Confidentiality Agreement", Attachment J.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

## 8.15 CONFLICT OF INTEREST

**8.15.1** No County employee whose position with the 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 the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.15.2** The 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. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the 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 the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## 8.16 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the 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 re-employment list during the life of this Contract.

## 8.17 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN)/GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM PARTICIPANTS

**8.17.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the 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 the 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 the Contractor.

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

## 8.18 CONTRACTOR' ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO 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. Department of Public Social Services will supply the Contractor with the poster to be used.

## 8.19 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## 8.20 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

### 8.20.1 Responsible Contractor

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.

### 8.20.2 Chapter 2.202 of the County Code

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.

**8.20.3 Non-responsible Contractor**

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 any 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.

**8.20.4 Contractor Hearing Board**

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that 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.

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.

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 Hearing Board.

### 8.20.5 Debarred Contractor

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.

### 8.20.6 Request for Review of Debarment

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.

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 shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

### 8.20.7 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## 8.21 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

**8.21.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contracts 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.

**8.21.2** As required by the 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, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in 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 (CSSD) 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).

## 8.22 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the 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 the 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 the 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.

## 8.23 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

**8.23.1** Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to county facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.23.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

## 8.24 DISPUTES

Any disputes between the County and the Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA or designated County staff. If the CCA or designated County staff is not able to resolve the dispute, it shall be resolved by the County DPSS Director or his designee, and the Director's or his designee's decision shall be final.

## 8.25 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, COUNTY, will not inhibit CONTRACTOR from publicizing its role under the Contract within the following conditions:

**8.25.1** CONTRACTOR shall develop all publicity material in a professional manner.

**8.25.2** During the course of performance on this Contract, CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of the Director. In no event shall CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

**8.25.3** CONTRACTOR may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.25 shall apply.

## 8.26 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The 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 any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.27 EMPLOYEE SAFETY

CONTRACTOR will assure that the Contractor's employees:

- Are covered by an effective Injury and Illness Prevention Program.
- Receive all required general and specific training on employee safety.

## 8.28 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.

## 8.29 FISCAL ACCOUNTABILITY

Contractor shall adhere to strict fiscal and accounting standards and must comply with Title 20 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Managements and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of OMB Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for non-profit organization, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of State, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions for Higher Education, hospitals, and other Non-Profit Organizations.

The COUNTY recommends the use of the accrual basis for recording financial transactions. However, CONTRACTORS may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. For a more detailed description, refer to the Auditor-Controller Handbook at www.ladpss.org/dpss/contracts.

Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other

monies of the Contractor.

## 8.30 FORCE MAJEURE

Except with respect to defaults of any subcontractor, Contractor shall not be liable for such excess costs, if its failure to perform this Contract arises out of wars, acts of terrorism, fires floods epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts of those described above, but in every such case the failure to perform must be totally beyond the control and without fault or negligence of 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 Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess cost 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 Contractor to meet the required performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources and to mitigate the damages and reduce the delay of any of the above mentioned force majeure event. As used in this Paragraph 8.30, the term "subcontractor" and "subcontractor" mean subcontractor (s) at any tier.

## 8.31 GOVERNING LAW, JURISDICTION, AND VENUE

**8.31.1** This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California.

**8.31.2** Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment, further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

**8.31.3** 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, California, Central Civil Division.

## 8.32 GOVERNMENT OBSERVATIONS

Federal, State, County and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

## 8.33 INDEMNIFICATION

The 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.34 INDEPENDENT CONTRACTOR STATUS

**8.34.1** 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 the 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.

**8.34.2** The 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.

**8.34.3** The 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 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.

## 8.35 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the 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 the County. Such coverage shall be provided and maintained at the Contractor's own expense.

**8.35.1** Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Department of Public Social Services
Contract Management Division
12860 Crossroads Parkway South
City of Industry, CA 91746
Attn: CSBG County Contract Administrator

Prior to commencing services under this Contract, such certificates or other evidence shall:

**8.35.1.1** Specifically identify this Contract;

**8.35.1.2** Clearly evidence all coverage required in this Contract;

**8.35.1.3** Contain the express condition that the 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;

**8.35.1.4** 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 insured for all activities arising from this Contract; and

**8.35.1.5** Identify any deductibles or self-insured retentions for the 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 the 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.

**8.35.2 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 the County.

**8.35.3 Failure to Maintain Coverage**

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and

without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**8.35.4 Notification of Incidents, Claims or Suits Contractor shall report to the County**

**8.35.4.1** 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.

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

**8.35.4.3** 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 Administrator.

**8.35.4.4** 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.

**8.35.5 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 the County.

**8.35.6 Insurance Coverage Requirements for Subcontractors**

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

**8.35.6.1** The Contractor providing evidence of insurance covering the activities of subcontractors, or

**8.35.6.2** The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## 8.36 INSURANCE COVERAGE REQUIREMENTS

### 8.36.1 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 |

### 8.36.2 Automobile Liability

Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $5 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

### 8.36.3 Workers' Compensation and Employers' 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. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law 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 |

## 8.37 LIQUIDATED DAMAGES

**8.37.1** If, in the judgment of the County, the Contractor breaches the Contract requirements as specified in the Performance Requirements Summary (PRS) Chart, as defined in Technical Exhibit A-1, hereunder, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

**8.37.2** This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract other than those breaches of this Contract specified in the PRS, and

shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.38 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

**8.38.1** 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. 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 certification as a Local Small Business Enterprise. Contractor shall not 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 certification or denial of certification of any entity as a Local Small Business Enterprise.

**8.38.2** 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 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:

.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;

.2 In addition to the amount described in subparagraph .1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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.

## 8.39 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.

## 8.40 NONDISCRIMINATION AND AFFIRMATIVE ACTION

**8.40.1** The 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.

**8.40.2** The Contractor shall certify to, and comply with, the provisions of *Attachment E - Contractor's EEO Certification.*

**8.40.3** The 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.

**8.40.4** The 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, or physical or mental disability, marital status, or political affiliation.

**8.40.5** The 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.

**8.40.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.40 when so requested by the County.

**8.40.7** If the County finds that any provisions of this Sub-paragraph 8.40 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend 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 Practices 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 the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.40.8** 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.

## 8.41 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The 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 Attachment M, Internal Revenue Service Notice 1015.

## 8.42 NOTICES

### 8.42.1 Notice of Delays

Except as other wise provided in 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) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### 8.42.2 Notice of Meetings

CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five business days prior notice to the CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with the COUNTY, as needed, with follow-up written notice five business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

### 8.42.3 Delivery of Notices

Delivery of notices shall be in writing and accomplished by e-mail, facsimile, hand-delivery with signed receipt, or mailing by First

Class Registered or Certified mail to the addresses listed in Contract Section 8.42.5 as applicable. The Director, or his/her designee, shall have authority to issue all notices required or permitted by the COUNTY under this Contract.

**8.42.4 Notices to the Contractor**

Any such notice mailed by COUNTY to CONTRACTOR shall be addressed to the CONTRACTOR at its place of business.

**8.42.5 Notices to the County**

Any and all notices mailed by CONTRACTOR to COUNTY shall be addressed to:

Department of Public Social Services
Contract Management Division
12860 Crossroads Parkway South
City of Industry, California 91746-3411
Attn: CSBG, County Contract Administrator

**8.42.6 Changes of Address**

Either party can designate a new address by giving ten (10) days prior written notice to the other party.

**8.42.7 Termination Notices**

In the event of suspension or termination of the Contract by COUNTY, written notices may be provided by First Class Registered or Certified Mail, by facsimile, or by personal delivery to any CONTRACTOR employee or agent who may reasonably be expected to be authorized to accept notice for the CONTRACTOR.

**8.43 OWNERSHIP OF DATA/EQUIPMENT**

**8.43.1** The County shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by Contractor pursuant to this Contract.

**8.43.2** County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.

## 8.44 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the 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.

## 8.45 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from County and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 8.45, shall survive the expiration or other termination of this Contract.

**8.45.1** Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information. County shall not require Contractor to provide any technical information that is proprietary to it, except as is requested by County to successfully complete the services under the Contract.

**8.45.2** County shall not require Contractor to provide any information that is proprietary to it; provided, however, that if County requests Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and County shall limit reproduction and distribution to the minimum extent consistent with County's need for such information, and, when County no longer needs such information, but in no event later than expiration or other termination of this Contract, County shall either (1) cause all copies of such information to be returned to Contractor, or (2) certify to Contractor that all copies of such information have been destroyed.

## 8.46 RECORDS

Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Section 8.47, Records Retention and Inspection/Audit Settlement, herein below.

## 8.47 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The 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 records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other 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.

**8.47.1** 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. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.47.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.47 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.47.3** 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 may 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.

## 8.48 RECYCLED BOND 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.

## 8.49 REMOVAL OF UNSATISFACTORY PERSONNEL

The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Agreement. At the request of the County, the Contractor shall immediately replace said personnel.

## 8.50 RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

## 8.51 SHRED CONFIDENTIAL DOCUMENTS

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institutions Code sections 10850, 17006) relating to this Contract must be shredded and not discarded in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with sub-paragraph 8.47, of this Contract are to be maintained for a period of five (5) years.

## 8.52 SUBCONTRACTING

**8.52.1** 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.

**8.52.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.52.3** The 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.

**8.52.4** The 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.

**8.52.5** The 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.

**8.52.6** The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

**8.52.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.52.8** The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder.

Department of Public Social Services
Contract Management Division
12860 Crossroads Parkway South

City of Industry, CA 91746-3411
Attention: CSBG County Contract Administrator

**8.53 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-paragraph 8.21 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to 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 COUNTY may terminate this Contract pursuant to Paragraph 8.55 "Termination for Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.54 TERMINATION FOR CONVENIENCE**

**8.54.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination 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.

**8.54.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

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

8.54.2.2 Complete performance of such part of the work, as shall not have been terminated by such notice.

**8.54.3** For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. 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.

## 8.55 TERMINATION FOR DEFAULT

**8.55.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

8.55.1.1 Contractor has materially breached this Contract;

8.55.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.55.1.3 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.

**8.55.2** In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.55, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any, and all excess costs 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 sub-paragraph.

**8.55.3** 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-paragraph 8.55 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-paragraph 8.54.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**8.55.4** If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.55, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.55, or that the default was excusable under the provisions of Sub-paragraph 8.55, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.54 - Termination for Convenience.

**8.55.5** In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.55, 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-paragraph 8.55, 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 the *(Department),* or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

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 sub-paragraph 8.33 Indemnification.

**8.55.6** The rights and remedies of the County provided in this sub-paragraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.56 TERMINATION FOR IMPROPER CONSIDERATION

**8.56.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the 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 the Contractor as it could pursue in the event of default by the Contractor.

**8.56.2** The 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.

**8.56.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## 8.57 TERMINATION FOR INSOLVENCY

**8.57.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 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;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.57.2** The rights and remedies of the County provided in this sub-paragraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.58 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the 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 the County may, in its sole discretion, immediately terminate or suspend this Contract.

## 8.59 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.

## 8.60 TIMELY COMPLETION

Time is of the essence in the provision and completion of the work provided to County as stipulated in this Contract, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Contract.

## 8.61 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.

## 8.62 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the Contractor's behalf, shall be available to respond to the County's verbal inquiries within twenty-four (24) hours.

## 8.63 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. No wavier shall be enforced unless said wavier is set forth in writing.

## 8.64 WARRANTY AGAINST CONTINGENT FEES

**8.64.1** The 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.

**8.64.2** 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.

In witness whereof, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Public Social Services and the Contractors has subscribed the same through its authorized officer(s), on this _____day of _____, 2008. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind CONTRACTOR.

**COUNTY OF LOS ANGELES**

By_____ _____
Philip L. Browning, Director Date
Department of Public Social Services

**APPROVED AS TO FORM:**

Raymond G. Fortner, Jr.
COUNTY COUNSEL

By _____
Senior Deputy County Counsel

**CONTRACTOR'S NAME:**
(If Contractor is a corporation or limited liability corporation, signatures from 2 authorized persons are needed.)

By _____ _____
Name: Date
Title:

By _____ _____
Name: Date
Title:

CONTRACTOR TAX IDENTIFICATION NUMBER: _____

Attachment B-Sample CSBG Contract.doc

# ATTACHMENT A
# STATEMENT OF WORK
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## PREAMBLE

## COUNTY HEALTH AND HUMAN SERVICES

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
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- 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 strength-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; and

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- 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; and
- 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 value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- 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.

# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

Contractor shall provide _____services under the Community Services Block Grant (CSBG) Program serving low-income families and individuals in Supervisorial District One that meet the requirements referenced in Section 1.3 hereunder.

### 1.1 Overview

The Community Services Block Grant Program is designed to provide a range of services to assist low-income people to attain the skills, knowledge and motivation necessary to achieve self-sufficiency. Also, the program provides low-income people with immediate life necessities such as food, shelter, and health care needs, etc. In additional, services are provided to local communities for the revitalization of low-income communities, the reduction of poverty and to help provider agencies to build capacity and develop linkages.

### 1.2 Background

Title VI (B) of the Omnibus Budget and Reconciliation Act of 1981, U.S. Public Law 97-35 establishes the Community Services Block Grant (CSBG) Act. The CSBG Act authorizes the Secretary to make grants in accordance with the provision of section 675 to States to ameliorate the causes of poverty in communities within the State.

Los Angeles County is officially designated as a Community Action Agency (CAA). The State of California Department of Community Services and Development (CSD) receives the grant from the Federal Office of Community Services (OCS), the agency designated to administer CSBG, and awards funds annually to approved CAA entities throughout California. In Los Angeles County, there are four State-approved CAA entities: 1) the County of Los Angeles; 2) the cities of Los Angeles, and 3) Long Beach. The CAA for the foothill areas such as Pasadena, South Pasadena, Arcadia, Duarte, Sierra Madre, Monrovia and the unincorporated area of Altadena. Foothill Unity Center has been approved by the State to be the Community Action Agency (CAA) for the Foothill area.

The purpose of the CSBG program is to achieve at least one of the two goals listed below:

1.2.1 Low-income people become more self-sufficient;
1.2.2 Low-income people achieve their potential by strengthening family and other supportive systems.

### 1.3 Eligibility Requirements

The target population must meet the following requirements:

1.3.1 100% of the United States Department of Health and Human Services income poverty guidelines, Technical Exhibit A-7; or Individuals eligible to receive Temporary Assistance to Needy Families; or Individuals eligible to receive Federal Supplemental Security Income benefits.

1.3.2 Reside in Los Angeles County as described in Attachment R, herein.

### 1.4 Boundaries

1.4.1 In determining residence eligibility of a participant by zip code, please note: if the zip code is shared with another **District/sub-District**, the agency can provide services to the entire zip code as long as it is not the cities of Los Angeles, Long Beach and the foothill areas.

1.4.2 If the zip code is shared with an eligible **unincorporated** city in one of the foothill areas, the agency can serve the entire zip code.

1.4.3 Only the unincorporated cities can be served under this CSBG contract. If the zip code is exclusively in the City of Los Angeles, the zip code cannot be served under the County CSBG program.

1.4.4 Zip codes that are shared with another Supervisorial District can be served by either District as long as it is an unincorporated area of the zip code and not the cities of Los Angeles, Long Beach, or the foothill areas covered by another Community Action Agency.

1.4.5 If the Contractor has an office in the cities of Los Angeles, Long Beach or the foothill areas, services can be rendered to the participant that lives in the **unincorporated** areas of the Supervisorial District.

**LANGUAGE 1.4.6 THROUGH 1.4.7 IS EXCLUSIVE TO FIRST DISTRICT CONTRACTOR ONLY**

1.4.6 To determine if a participant resides within the boundaries of the District/sub-District, maps can be obtained at the Department of Public Social Services' website

1.4.7 First District residents that do not live in a designated sub-District can access services wherever services are provided in the First District. The agencies funded exclusively with CSBG funds are required to serve only those clients who live in the sub-District where the agencies are located.

## 2.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of

this Contract. The Plan shall be submitted to the County Contract Administrator for review and approval 30 days after contract award, with revisions submitted as changes occur. The plan shall include, but may not be limited to, the following:

2.1 The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by the County and the Contractor.

2.2 A method for assuring that professional staff rendering services under this Contract has the necessary prerequisites.

2.3 The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

2.4 A commitment to provide to the County upon request, a record of all inspections, the corrective action taken, the time and problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.

2.5 The method for continuing to provide services to the County in the event of a strike or other labor action of the Contractor's employees.

2.6 The method of safeguarding the integrity of the County's CSBG Program by actively preventing against all forms of fraud.

## 3.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

**CONTRACTOR**

### 3.1 Accounting

Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. At a minimum, Contractors shall adhere to the standards set forth in the Auditor-Controller Contract Accounting and Administration Handbook, which is incorporated herein by reference and is available at http://www.ladpss.org/dpss/contracts.

### 3.2 Scheduled Meetings

Contractor is required to attend at least six Community Action Board (CAB) public meetings a year. CONTRACTOR may be allowed to do a short presentation on their services/success stories during the year. Contractor must inform and obtain approval from the CAB Executive Director prior to making a presentation.

Meetings are held the third Thursday of each month. Location of the meeting is sent to each contractor via mail or email prior to each month's

meeting. CONTRACTOR'S who have a web-site are required to provide a current web-site to the CAB Executive Director. This web-site will be used to create linkages to services through the CSBG web-site.

Contractor is invited and encouraged to attend any and all of the monthly Community Action Board (CAB) public meetings. CONTRACTOR may be invited to do a short on their services and/or success stories.

Contractor is required to attend all scheduled monitoring site visits with the Contract Program Monitor to discuss contractor's performance under this contract and any findings/deficiencies that may be identified during the monitoring visit. These meetings are referred to as Entrance and Exit Conferences. Failure to attend an Entrance or Exit Conference may cause the County to assess a fiscal penalty of twenty five dollars ($25.00) per each conference not attended. The assessment will be applied and may be deducted from the following month's invoice.

### 3.3 Hours of Operation

The Contractor shall be required to provide _____services for the hours listed under Attachment A, Statement of Work, Section 6.3. The Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of the County holidays to the Contractor at the time the Contract is approved, and at the beginning of each calendar year.

### 3.4 Contract Manager

Contractor shall provide a full-time Contract Manager or designated alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to contract award and at any time thereafter a change of Contract Manager or alternate is made. County must have access to the Contract Manager from 8:00 a.m. - 5:00 p.m. Monday through Friday, except on County Holidays. Specifically, the Contract Manager or alternate shall:

- Demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- Have full authority to act for Contractor on all matters relating to the daily operation of the Contract.
- Be able to effectively communicate, in English, both orally and in writing.

### 3.5 Other Contractor Personnel

The Contractor will:

- Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.

- Be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under the Contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the County. Such a request will come from the County.

- Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by the Contract.

- Ensure all Contractor personnel meet the minimum requirements as stated in Technical Exhibit A-9.

## COUNTY

### Key County Personnel

### 3.6 County Contract Administrator

The County will designate at least one (1) person who will act as the County Contract Administrator (CCA) for the County. Specifically, the CCA shall:

3.6.1 Have full authority to monitor the Contractor's performance in the daily operation of this Contract.

3.6.2 Provide direction to the Contractor in areas relating to policy, information and procedural requirements.

3.6.3 Prepare Amendments and Change Notices in accordance with the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.6 Change Notices and Amendments.

3.6.4 Inform the Contractor of the name, address, and telephone number of the County staff who will manage this Contract, in writing, at the time the Contract is awarded, and at any time thereafter a change of the CCA is made.

3.6.5 Inform the Contractor of the name, address, and telephone number of the County Quality Assurance Evaluator (QAE)/Contract

Program Monitor (CPM), in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE/CPM is made.

3.6.6 Not authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate the County in any way whatsoever.

### 3.7 Quality Assurance Evaluator (QAE)/Contract Program Monitor (CPM):

The County will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s)/Contract Program Monitor(s) for the County on all services, requirements, and deliverables pertinent to the Contract and monitor the Contractor's performance under the Contract using the quality assurance procedures established in Attachment A, Technical Exhibit A-1, Performance Requirements Summary, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. Specifically, the QAE/CPM shall:

- Ensure that services, requirements and deliverables of the contract are met and evaluate the Contractor's performance under this Contract.
- Advise the CCA as to the Contractor's performance in areas relating to services, requirements, and deliverables.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

### 3.8 County Observations

Federal, State, and/or County personnel, in addition to departmental contracting staff, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance

## 4.0 FURNISHED ITEMS

### CONTRACTOR

4.1 The Contractor shall provide training materials, supplies, and equipment necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the Contractor by the contract to its employees. The Contractor shall also provide office-related items such as personal computers, printers and monitors, fax machines, photocopy machines, video tape players and monitors, and other program-related items, as required by the County. Equipment purchased with contract funds will be considered County property. All purchases must be reported to the County for tracking purposes.

4.2 The Contractor shall post in each Contractor facility, where they are easily accessible to employees and clients, Equal Employment Opportunity (EEO), State-approved Nondiscrimination in Services Notices, and any other required notices, per instruction of the CCA. The Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012

4.3 The Contractor shall provide at minimum, one facility within the First Supervisorial District/sub-District Valinda Corridor. Facilities must be clean, well lit, and provide business-like environment for all participants.

First District is not required to have a facility in each of the sub-districts, but they do have to have one in the First District where they are providing services. The facility shall be located in an area that is easily and readily accessible to the public.

CONTRACTOR shall provide all furniture, equipment, maintenance, security, telephone installations, parking and other services necessary for the operations of the facility and services under this contract.

**COUNTY**

The County shall supply:

4.4 A procedure through which a client shall have the opportunity to present a complaint or grievance about the Contractor's services, including Civil Rights Complaints.

4.5 All required training including but not limited to:

- Fraud Training
- Civil Rights Training
- CSBG Automated Report Management System Training
- CSBG Contract Training (Train-the-Trainer)

The County may add mandatory trainings of all contractor staff, as deemed necessary by the County.

4.6 Additionally, the County shall supply to the Contractor the following materials:

- DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide

- Applicable DPSS Policies

- Los Angeles County Auditor-Controller Handbook

- Los Angeles County Fiscal Manual, as deemed appropriate by the County.

- Civil Rights Complaint forms, PA 607 (for use by CSBG participants in reporting civil rights complaints)- Attachment H

- DPSS will provide the updated public awareness materials/posters

- List of County-observed holidays

## 5.0 Reporting and Record Keeping

The Contractor shall make reports as may be required by the County concerning its activities as they affect the contract duties and purposes contained herein. The Contractor shall complete a Monthly Management Report (MMR) and a Participant Sign-in sheet, in the manner to be described by the County. The MMR and sign-in for each service area shall be submitted to the County Contract Administrator (CCA) with the monthly invoice by the 10th calendar day of each succeeding month and shall contain:

- A narrative of any concerns and/or changes in staff, sites, recommendations for systems improvements, and/or other processes as necessary.

- A minimum of one participant success story.

- Any other ad hoc statistical report(s) as requested by the County and by the due date established by the County.

- A discussion of the Contractor's degree of success in achieving desired Program Outcomes, and Performance Requirement Standards.

- A list of all trainings provided by the Contractor in the month.

- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.

- A list of all Appeal Hearing decisions received and their resolution.

- Additional information may be required at County discretion.

## 5.1 Case Records/Files

The Contractor shall maintain a physical case record file for each participant serviced and ensure all required forms are complete and accurate. The County shall provide training to the Contractor regarding the use and maintenance of case records.

Contractor shall ensure that the case records are organized in the manner prescribed by DPSS. The content of the physical case records shall abide by applicable DPSS guidelines. When CSBG Services end and the case record is no longer needed, Contractor shall follow DPSS policies, any requirements outlined in the Contract and this Statement of Work, regarding case storage. Contractor shall not dispose of case records or any document containing participant information, in any manner, or any requirements in the terms of the Contract or this Statement of Work, without prior DPSS approval.

All participant case records must include but not limited to the following documentation:

- Intake Form signed by participant and staff;
- Plan on how outcome measure will be achieved for each participant;
- Case notes including date, time and type of service with signature of staff and staff's supervisor;
- Verification of income and residency or self declaration not to exceed 10% of case load;
- Service unit tracking log;
- Documentation to show if participant completed all services or partial if services are comprehensive;
- Date of termination of service; and
- Documentation of how outcome measure was achieved for each participant.

Contractor must complete a new intake form and obtain updated verification of residency and income for all participants returning to complete or start new services.

Participants that continue services after a twelve month period must complete a new intake form and provide updated verification of residency and income.

## 5.2 State Reports

5.2.1 Contractor is required to submit State Reports the 10th calendar day of each month with the Invoice and MMR reports. These reports include but are not limited to:

- ✓ CSD 801 – CSBG/National Performance Indicator (NPI) Program Report; and
- ✓ CSD 295 – Client Characteristic Report

5.2.2 Contractor will be required to submit monthly reports until contract has terminated.

5.2.3 Contractor shall contact your Contract Program Monitor for any assistance needed in completing and/or submitting the reports.

5.2.4 The Contractor shall submit all required State reports, such as the 801 and 295, by the 10th calendar day of the month with the invoice and MMR reports. All reports should be submitted to :

Department of Public Social Services
Contract Management Division
12860 Crossroads Parkway South
City of Industry, CA 91746
Attention: CSBG County Contract Administrator

5.2.5 Contractor shall be assessed a $50 penalty after 400 points for failure to submit the CSD 801 and CSD 295 reports timely. Another $50 penalty will be assessed for another 200 points accrued for a total of $100 for 600 points if reports are still not submitted.

## 6.0 SPECIFIC TASKS

The Contractor shall be responsible for completing the following tasks and deliverables listed below:

### 6.1 Provide Services as Required

The Contractor shall provide _____services under the Community Services Block Grant (CSBG) Program serving low-income families and individuals in the ____ Supervisorial District. The services will address the needs in the community in accordance with Attachment A, Statement of Work.

CONTRACTOR shall provide _____services in the ____ Supervisorial District. The Case Management model to be used will follow traditional case management methodologies based on the Linkages case management protocols with the ultimate goal of increasing participant self-sufficiency and assisting them to achieve their full potential.

The case management model is based on the concept of linking in families/individuals to a culturally competent, locally accessible and cost-effective integrated continuum of case management services based in every community within _____ service area and with the ability to respond to participant's request for service within several hours if the request is urgent, and within two working days if the request is not urgent.

Contractor shall ensure that the following services are provided to the low-income families/individuals in the service area.

### 6.2 Intake

The Contractor shall ensure that all participants served meet the two program requirements;

1) Meet 100% of the federal poverty guidelines in accordance with Technical Exhibit A-7; and

2) Reside in Los Angeles County Supervisorial District ___, in accordance with Attachment R, herein.

6.2.1.1 The following documents will be acceptable to verify eligibility requirements for the program.

1) Residence

- Mortgage, Rent/Lease agreement;
- Gas or Electric bill with participant name and address or if participant is a minor, the parent or responsible guardian name and address must appear on the documentation.

2) Income

- Copy of three months of pay stubs, eligibility letter for TANF, Social Security Income (SSI), Social Security Administration (SSA).

3) Any other documentation used for verification of residence or income must have prior approval from the County Contract Administrator or Contract Program Monitor.

**6.2.2 Inquiry/ Intake/Screening**

6.2.2.1 Client demographics and eligibility will be determined.

**6.2.3 Enrollment /Assessment/Reassessment**

6.2.3.1 Initial (functional) Assessment will be completed within two workdays following Inquiry or sooner if case is urgent: Folstein Mini Mental Status Evaluation tool is used to determine:

- Psychological
- Health
- Physical impairment
- Mental abilities

6.2.3.2 Assessment Summary will be completed; includes important facts and observations:

- Client description
- Health status
- Client functioning

- Cognitive/psychological issues
- Environmental safety
- Finances
- Participant/family concerns

6.2.3.3 Reassessment may be conducted at any time but will be conducted at least annually. A reassessment may be conducted at anytime the participant's situation changes or an event occurs that warrants a reassessment.

**6.2.4 Care (Case) Planning**

6.2.4.1 The actual Care Plan will be developed in a meeting with the Program Director (Case Manager Supervisor), the Case Manager and other professionals as needed.

6.2.42 The Care Plan will be approved by the participant or "responsible party" either by phone or in person and will be documented in the participant's chart.

6.2.4.3 The Care Plan will be the roadmap to achieve Independent living.

6.2.4.4 The Care Plan will be completed within one week after the date of assessment.

6.2.4.5 The Care Plan must be provider specific and identify problem areas, appropriate interventions, services to be arranged and desired outcomes.

6.2.4.6 Program Director (Case Manager Supervisor) will sign off on all Care Plans.

**6.2.5 Service Authorization/Arrangement including Purchase of Services**

6.2.5.1 Services arranged by case managers must be previously identified & approved in the care plan.

6.2.5.2 Services should be arranged giving priority to the below order:

6.2.5.2.1 Informal support services-refers to those family members, friends, and others who assist the participant without compensation.

6.2.5.2.2 Referred support services- arranged services are those that are referred, via other referral agencies done through the case manager.

6.2.5.2.3 Purchased services- needed to meet participant's needs which cannot be met elsewhere. These services should be limited to those needed to reduce the risk of institutionalism.

**6.2.6 Case Monitoring**

6.2.6.1 There will be a minimum of a monthly face to face contact with each participant.

6.2.6.2 Phone calls will be made during the month to follow up on the participant's progress and a summary of the conversations will be documented in the participant's progress notes.

6.2.6.3 All entries of documentation will be dated and signed with professional initials.

**6.2.7 Location of Service Office**

6.2.7.1 The services will be provided at _____.

6.2.7.2 Contractor will also provide services in the participants' homes.

**6.2.8 Outreach for Medi-Cal and Food Stamp Programs and EITC**

6.2.8.1 The Contractor shall provide outreach activities for the Medi-Cal and Food Stamp Programs and Earned Income Tax Credit (EITC) services in conjunction with the services in 6.0, above. The Contractor shall distribute literature/brochures/pamphlets on the Medi-Cal and Food Stamp programs and EITC services to the clients they serve.

**6.2.9 Staff Support**

6.2.9.1 Contractor shall ensure that the Contract Program Manager or Back-up is available for DPSS staff Monday thru Friday, 8:00 PM to 5:00 PM, except County Holiday's.

**6.3** The Contractor shall provide services during the hours of _____.

**6.4** The Contractor shall monitor the services provided to ensure quality service delivery. The Contractor shall maintain monitoring reports that are available to COUNTY, upon request.

**6.5** Contractor shall ensure that all new employees who are hired by the Contractor after the County has provided the CSBG Contract Training and

the Management Automation Training are fully trained by Contractor staff. Contractor shall ensure that there is at least two trained staff to prepare and submit all reports at all times. Contractor shall ensure that all training material provided at the County trainings are distributed to all new employees.

**6.6** Contractor shall ensure that office space is maintained where the agency operates and provides services. The County must have access to the office for purposes of monitoring and auditing contractor records and participant files.

## 7.0 PERFORMANCE OUTCOME MEASURES

The proposed Contract will include the following Performance Outcome Measures which are consistent with the National Performance Indicators. The Contractor shall ensure that the services provided under this Contract contribute to the goal that is underlined by meeting the outcome measure that is also underlined under that goal. The underlined goal and outcome measure are those in which the County will utilize to monitor and calculate the Contractor's performance. The goal and outcome measure are those in which the Contractor selected and submitted via their CSBG Business Proposal.

However, the Contractor may provide on its own and/or at the County's request information pertaining to any other goal and/or outcome measure and will not be integrated as part of their overall goal and outcome measure. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Outcome Measures via a contract amendment, as described in Technical Exhibit A-1, Section 7.0.

Commencing with the first month of service, the Contractor's performance will be monitored semi-annually.

### 7.1 Goal #1: Low –income people become more self-sufficient.

- Low-income people in community action employment initiatives who were unemployed became employed.
- Low-income people who are employed obtained an increase in employment income.
- Low-income people who are employed achieved "living wage" employment and benefits.
- Low-income people obtained pre-employment skills/competencies required for employment and received a training program certificate or diploma.
- Low-income people completed post-secondary education program and obtained certificate or diploma.
- Low-income people enrolled children in "before" or "after" school programs, in order to acquire or maintain employment.
- Low-income people obtained care for a child or other dependent in order to acquire or maintain employment.

- Low-income people obtained access to reliable transportation and/or driver's license in order to acquire or maintain employment.
- Low-income people obtained health care services for themselves or a family member in support of employment stability.
- Low-income people obtained safe and affordable housing in support of employment stability.
- Low-income people obtained food assistance in support of employment stability.
- Low-income people who enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregate dollar amount of savings.
- Low-income people completed ABE/GED and received certificate or diploma.
- Low-income people who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments.
- Low-income people in tax preparation programs who identify any type of Federal or State tax credit and the aggregated dollar amounts of credit.

| **Outcome Standard:** | **100% -70%** | **Acceptable** |
|---|---|---|
| | **69% and below** | **Unacceptable** |

The Contractor's performance percentage/rate is calculated as follows:

If Contractor selected goal #1 above, the Contractor is expected to meet the underlined performance outcome based on the actual number who achieved the outcome measure versus the projected number to achieve the outcome measure. The Contractor's performance rate will be determined by dividing the total number of clients who actually achieved the outcome measure in the six months by the total number of clients projected to achieve the outcome measure for the six months as provided in Contractor's Projected Outcomes, Technical Exhibit A-12. The Contractor's performance rate may be adjusted if upon review, no data is available to support the performance rate. The County will have zero tolerance for any data manipulation committed by the Contractor.

**7.2 Goal #6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments**

- Vulnerable individuals received services from a community action agency that maintained an independent living situation as a result of senior citizen services.
- Low-income households received temporary shelter.
- Low-income households received emergency food services.
- Low-income infants and children obtained age-appropriate immunizations, medical and dental care.
- Low-income people received emergency medical care.

- Low-income people received protection from violence.
- Low-income people received legal assistance.
- Low-income people received transportation.
- Low-income people received disaster relief.
- Infant and children health and physical development are improved as a result of adequate nutrition.
- Children participate in pre-school activities to develop school readiness skills.
- Children who participated in pre-school activities are developmentally ready to enter kindergarten or 1st grade.
- Youth improve physical health and development.
- Youth improve social/emotional development.
- Youth avoid risk-taking behavior for a defined period of time.
- Youth have reduced involvement with criminal justice system.
- Youth increased academic, athletic or social skills for school success by participating in before or after school programs.
- Parents and other adults learn and exhibit improved parenting skills.
- Parents and other adults learn and exhibit improved family functioning skills.
- Individuals with disabilities receiving services to maintain an independent living situation.
- Low-income people receiving clothing.
- Low-income people receiving emergency payments from vendors, including fuel and energy bills and rent/mortgage payments.

| | | |
|---|---|---|
| **Outcome Standard:** | **100% - 70%** | **Acceptable** |
| | **69% and below** | **Unacceptable** |

The Contractor's performance percentage/rate is calculated as follows:

If Contractor selected goal #6, above, the Contractor is expected to meet the underlined performance outcome based on the actual number who achieved the outcome versus the projected number to achieve the outcome measure. The Contractor's performance rate will be determined by dividing the total number of clients who actually achieved the outcome measure in the six months by the total number of clients projected to achieve the outcome measure for the six months as provided in Contractor's Projected Outcomes, Technical Exhibit A-12. The Contractor's performance rate may be adjusted if upon review, no data is available to support the performance rate. The County will have zero tolerance for any data manipulation committed by the Contractor.

## 8.0 COST ALLOCATION

Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under this 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 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.

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 or immediately following the execution of this contract.

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

8.1. 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

8.2. Identify the CONTRACTORS direct and indirect costs (by each category) and describe the cost allocation methodology for each category.

8.3. Signature of CONTRACTOR management certifying the accuracy of plan.

For more clarification see Auditor-Controller Handbook, at www.ladpss.org/dpss/contracts.

# TECHNICAL EXHIBITS

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# PERFORMANCE REQUIREMENTS SUMMARY

## 1.1 INTRODUCTION

This Technical Exhibit lists the required service, which will be monitored by the County during the term of this Agreement. It indicates the Reference Section, Services, the method of monitoring, and the deduction which may be made from contract payment if the service is not satisfactorily provided.

All listings of Services used in this Performance Requirements Summary are intended to be completely consistent with the Contract and the Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the Statement of Work. In any case of apparent inconsistency between Services as stated in the Contract and the Statement of Work and this Performance Requirements Summary, the meaning apparent in the Contract and the Statement of Work will prevail. If any Service seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the Contract and the Statement of Work, that apparent Service will be null and void and place no requirement on Contractor.

The *Performance Requirements Summary Chart* is attached as Technical Exhibit A-2 and:

1. Defines the Reference Section of the Contract;
2. Defines the service required;
3. Indicates the Method of Monitoring; and
4. Shows the penalties/fees to be assessed for each listed contract requirement.

## 1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this exhibit and lists:

- This contract's requirements considered most critical to acceptable contract performance (Column 2 of chart).

- The Acceptable Quality Level (AQL) (Column 4 of chart).

## 1.3 QUALITY ASSURANCE

On no less than an annual basis, the Contractor's performance will be compared to this contract's Standards and AQL's using the County's Quality Assurance Monitoring Plan (QAMP).

The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used (but are not limited to):

- Random sampling.

- Activity checklists.
- One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of contractor performance.
- Participant interviews.
- Review of files.
- Observation of contractor operations.

## 1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a required service is considered acceptable when the percent of discrepancies found during contract monitoring procedures does not exceed the percent of discrepancies allowed by the AQL. When the performance is unacceptable, the CCA will submit a Contract Discrepancy Report to Contractor who shall be required to respond within ten (10) business days. The CDR will require the Contractor to explain in writing the reasons for such unacceptable performance, and how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed. The CDR is attached as Technical Exhibit A-3.

## 1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the Standard, and conclusions are made about Contractor performance for the whole population.

The random sampling plan includes the following information:

- AQL – The maximum percent of defects that can occur and still meet this Contract's Standard for satisfactory performance.
- Lot Size (Population) – The total number of units or services provided.
- Sample Size – The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, Contractor performance is deemed *Unsatisfactory* when the results of a review fail to meet the AQL, as defined for each standard in the Contract Technical Exhibit A-2.

## 1.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, the Contractor must, within ten (10) work days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the contract.

## 1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When the Contractor's performance does not conform within the requirements of this Agreement, the County will have the option to apply the following nonperformance remedies:

- Require Contractor to implement a formal Corrective Action Plan, subject to COUNTY approval. "In the plan, CONTRACTOR must include reasons for the unacceptable performance including not meeting performance measure specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence."

- Assess deductions in the amount of $50 per point for each Unsatisfactory Performance Indicator (UPI) point exceeding 400 points semi-annually for all requirements, except 7.0, Performance Outcome Measures. The total invoiced for the month following the semi-annual shall be reduced by the deductions assessed.

- Suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten work-days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

- This section does not preclude the County's right to terminate any resultant contract upon thirty-day (30) written notice with or without cause.

# PERFORMANCE REQUIREMENTS SUMMARY CHART

| SECTION | STANDARD | REVIEW | ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL | PENALTY |
|---|---|---|---|---|
| Statement of Work Section 2.0 - Quality Control | Contractor submitted QC Plan 30 days from start of the contract which was approved by the County. | Inspection of files | 0% | 25 points per occurrence |
| Statement of Work Section 3.1 – Scheduled Meetings | Contractor is required to attend monitoring site visit meetings with Contract Program Monitor. | Meeting attendance | 0% | $25.00 assessment may apply |
| 5.0 - Contract Sum Invoices and Payments Paragraph 5.6.3 | Contractor submits invoices by the 10th calendar day following the month of service. | Inspection of files | 0% | 50 points per incidence of late invoice. |
| Statement of Work Section 5.6.2 – Eligibility Requirements | Contractor ensures that the client meets the two Program requirements: 1) Meet 100% of the federal poverty guidelines in accordance with Technical Exhibit C-7 and 2) Reside in Los Angeles County in accordance with Technical Exhibit C-4. | Inspection of files | 0% | 100 points per occurrence of client not meeting program requirement or no documentation of meeting program requirement. |
| Statement of Work Section 5.6.3 – Outreach Activities | Contractor conducts outreach activities to distribute information on the Medi-Cal and Food Stamp Programs and EITC services. | Inspection & Observation, User Complaints | 0% | 25 points per occurrence |
| Statement of Work Section 5.6.5 – Reporting and Record Keeping | Contractor submits MMRs and State Reports - 801s and 295s by the 10th of the month following the end of t.he month. | Observation; Review of documents | 0% | 50 points per incidence of late MMRs and/or State reports. |

# PERFORMANCE REQUIREMENTS SUMMARY CHART

| | | | | |
|---|---|---|---|---|
| Statement of Work Section 5.6.6 – Monitoring | Contractor monitors services to ensure quality service delivery and maintains reports on file. | Inspection of files | 0% | 50 points per occurrence |
| Statement of Work Section 6.3 – Hours of Operation | Contractor provides services for the hours specified in 6.3, herein. | On-site visit; Observation | 0% | 10 points per hour not providing services |
| 7.3 - Background and Security Investigations | Contractor's staff passed a background investigation to the satisfaction of the County. | Inspection of files | 0% | 10 points per incidence of staff not passing background investigation or no record of background investigation. |
| 8.14 – Confidentiality | All contractor staff working under this contract signed Confidentiality forms and forms are maintained on file | Inspection of files | 0% | 10 points for each incidence of no signed confidentiality form on file. |
| 8.35 – Insurance | Contractor maintains the appropriate insurance coverage. | Inspection of files | 0% | 100 points per occurrence |
| 8.36 - Current Insurance Coverage | All contractors are to ensure that all insurances are current and current certificates are submitted to County Contract Administrator. | Desk review | 0% | 100 points per occurrence |
| 8.51 – Shred Paper | Contractor ensures that confidential documents are shred. | on-site visit | 0% | 25 points per occurrence |

## CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:**

Prepared:
Returned by Contractor:
Action Completed:

**DISCREPANCY PROBLEMS:** _____

_____

_____

_____ _____
Signature of QAE/CCA Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** _____

_____

_____

_____ _____
Signature of Contract Manager Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** _____

_____

_____

_____ _____
Signature of QAE/CCA Date

**COUNTY ACTIONS:** _____

_____

_____

**Contractor Notified of Action:** _____

_____

_____

_____
Signature of County Contract Administrator

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
# COMMUNITY SERVICES BLOCK GRANT PROGRAMS
# MONTHLY INVOICE REPORT

PY 2008

| | | | | | |
|---|---|---|---|---|---|
| Agency: | | | DPSS FISCAL USE ONLY | | |
| Contract No.: | | | Approved By: | | |
| Invoice Period: | | | Date: | | % of Contract |
| Service Provided: | | | Contract Amount | | |
| Number Of Clients Served: | | | Last Invoice Amount: | | |
| Firm Fixed Monthly Rate: | | | Current Invoice Amount: | | |
| CPM Review: | | Date: | Total Billing To Date: | | |

| Annual Plan Clients | Unduplicated Clients | | | | Service Units | | | |
|---|---|---|---|---|---|---|---|---|
| | | Prior Month | Current Month | YTD | | Prior Month | Current Month | YTD |
| Annual Plan Service Units | Plan | | | 0 | Plan | | | 0 |
| | Actual | | | 0 | Actual | | | 0 |
| | | | | | | | | |

Performance Measure Goal

Service Category

## DELEGATE AGENCY CERTIFICATION

We hereby certify that to the best of our knowledge and belief, this financial and programmatic report is true in respects and that all expenditures have been made solely for the purpose stated in the statement of work contained in contract entered into

| | |
|---|---|
| Contractor Authorized Signature: | Date: |
| | Phone Contact #: |
| Prepared by: | Fax #: |
| County Contract Administrator: | Date: |

(Rev. 6-07)



**PLEASE INCLUDE ALL BACK-UP DOCUMENTATION**

**COUNTY OF LOS ANGELES**
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**COMMUNITY SERVICES BLOCK GRANT PROGRAMS**
**MONTHLY MANAGEMENT REPORT**

**PY 2008**

**Agency:** _____ **Contract No:** _____
**Invoice Period:** _____

**Performance Measure Goal:**

**Service Category:**

**Describe Services Provided in Prior Month:**

**Determine the Agency's Performance (Provide Narrative/Documentation to Support Assessment of Agency's Performance):**

**Please provide a one or two sentence success story:**

| Contractor Authorized Signature | Date |
|---|---|

**(Rev. 6-07)**

# COUNTY OF LOS ANGELES
# DEPARTMENT OF PUBLIC SOCIAL SERVICE

## COMMUNITY SERVICES BLOCK GRANT PROGRAMS
## MONTHLY MANAGEMENT REPORT

**PY 2008**

**Agency:** _____ **Contract No:** _____ **Invoice Period:** _____

**Service Provided:** _____

| Unduplicated Clients | | | | | | |
|---|---|---|---|---|---|---|
| Annual Plan | **Cum-Prior Month** | | **Current Month** | | **Year-To-Date** | |
| | Plan | Actual | **Plan** | **Actual** | Plan<br>6 | **Actual**<br>**7** |
| **1** | **2** | **3** | **4** | **5** | **(2 + 4)** | **(3 + 5)** |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Service Unit | | | | | | |
|---|---|---|---|---|---|---|
| Annual Plan | **Cum-Prior Month** | | **Current Month** | | **Year-To-Date** | |
| | | | | | | |
| | Plan | Actual | **Plan** | **Actual** | Plan<br>13 | **Actual**<br>**14** |
| **8** | **9** | **10** | **11** | **12** | **(9 + 11)** | **(10 + 12)** |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |

# COUNTY OF LOS ANGELES
# DEPARTMENT OF PUBLIC SOCIAL SERVICE

## COMMUNITY SERVICES BLOCK GRANT PROGRAMS
## PARTICIPANT SIGN-IN SHEET

**PY 2008**

| Agency | Contract Number | Service Category | Service Month |
|---|---|---|---|
| | | | |

| Date | Printed Participant Name | Participant Signature | Type of Program Verification | | Staff Initials |
|---|---|---|---|---|---|
| | | | Resident | Income | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| Authorized Signature: | Date: |
|---|---|

## 2008 CSBG POVERTY GUIDELINES

| Size of Family Unit or Number in Household | Monthly Income | Annual Income |
|---|---|---|
| 1 | $866.66 | $10,400 |
| 2 | $1,166.66 | $14,000 |
| 3 | $1,466.66 | $17,600 |
| 4 | $1,766.66 | $21,200 |
| 5 | $2,066.66 | $24,800 |
| 6 | $2,366.66 | $28,400 |
| 7 | $2,666.66 | $32,000 |
| 8 | $2,966.66 | $35,600 |
| 9 | $3,266.66 | $39,200 |
| 10 | $3,566.66 | $42,800 |
| 11 | $3,866.66 | $46,400 |
| 12 | $4,166.66 | $50,000 |
| 13 | $4,466.66 | $53,600 |
| 14 | $4,766.66 | $57,200 |
| 15 | $5,066.66 | $60,800 |

For Family units with more than 15 members, add $3,600 for each additional member. (The same increment applies to smaller family sizes, as can be seen in the figures above.)

**Upon the State updating this Guideline, the County will immediately distribute it to the Contractor.**

*"AGENCY NAME"*

**COST ALLOCATION PLAN**

PROGRAM YEAR _____

# I. GENERAL INFORMATION

## A. POLICY

This cost allocation plan is based on the guidelines and requirements of the _____*Name of Program*_____ regarding the allocation and categorization of cost.

The plan describes the methods used to collect, analyze and distribute shared costs by the _____*Agency Name*_____. The methodologies and procedures described in the plan have been developed in accordance with the General Accepted Accounting Principles and regulations applicable to _____*Name of Program*_____.

## B. APPLICABILITY

The cost allocation plan is applicable to all grants and contracts entered into by _____*Agency Name*_____.

(if applicable)
Cost associated with Subcontractor expenditures are allocated by those organizations in accordance with the same guidelines and principles established by _____*Name of Program*_____ for all recipients and sub-recipients receiving Federal funds.

_____ _____
Signature of Preparer Date

_____
Title

## CONTRACTOR STAFF MINIMUM MANDATORY REQUIREMENTS

When hiring and/or replacing staff, Contractor must ensure that they meet the following requirements:

- Contractor's Contract Manager must have two (2) years of experience supervising staff providing similar services;

- Similarly, the Contractor's Back-up Contract Manager who will assume the Primary Contract Manager's responsibilities in the absence of the Primary, must have two (2) years of experience supervising staff providing similar services.

## CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION

## SUPERVISORIAL DISTRICT _____

**CONTRACTOR NAME:**

The service office(s) is/are located at:

Address 1:

Address 2:

Address 3:

By signing this certification form, CONTRACTOR certifies that the office(s) listed above, is/are located within the Supervisorial District listed above.

Name of Firm: _____

Name and Title of Signer: _____

_____ _____

Signature Date

# LINKS TO POLICIES, REGULATIONS AND REPORTS

## STATE REPORTS

The two required monthly data reports known as the " 295 - Client Characteristic Report" and the "801 - CSBG/MPI Program Report" are available for your review and download at the following web site:

http://dpss.lacounty.gov/dpss/csbg

## AUDITOR-CONTROLLER FISCAL HANDBOOK

The Auditor-Controller's Handbook establishes accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the County. The most recently updated Handbook is available at:

http://www.ladpss.org/dpss/contracts

## DEPARTMENT OF PUBLIC SOCIAL SERVICES – COMMUNITY SERVICES BLOCK GRANT

The Department of Public Social Services' Community Services Block Grant website is located at:

http://dpss.lacounty.gov/dpss/csbg

The Sub-District Maps for the First Supervisorial District are also available for review at the CSBG website.

## Contractor's Projected Outcomes

(To be inserted)

# ATTACHMENT B

# CONTRACTOR'S BUDGET

## REQUIRED BUDGET FORM

(The form will be provided electronically)

## REQUIRED BUDGET NARRATIVE FORM

(The form will be provided electronically)

## REQUIRED WORKSHEET AND PERSONNEL SCHEDULE

(This form will be provided electronically)

Attachment C

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

## *CONTRACTS PROHIBITED*

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

_____

Proposer Name

_____

Proposer Official Title

_____

Official's Signature

## FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature_____ Date_____

Attachment E

## CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the 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 SPECIFIC CERTIFICATIONS

| | | | |
|---|---|---|---|
| 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 timetables. | Yes ☐ | No ☐ |

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

Attachment F

## NON-DISCRIMINATION IN SERVICES CERTIFICATION

Contractor's Name _____

Address _____

Internal Revenue Service Employer Identification Number_____

## GENERAL

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

## CERTIFICATION

| | | **(circle one)** | |
|---|---|---|---|
| 1. | The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2 | The Contractor periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

_____
Name and Title of Authorized Signer

_____ _____
Signature Date

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, «Company», agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, «Company», also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, «Company», agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, «Company», agrees to comply with the requirements of the Resolution Agreement and «Company» understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, «Company», agree to the aforementioned.

_____ _____

Director's Signature (Contractor) Date

_____

_____

Contractor's Address

Attachment H

# COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS & LANGUAGE SERVICES SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

**CASE NAME:**

**CASE NUMBER:**

I, _____, hereby file this complaint of discriminatory treatment and request that an investigation be conducted.
(Please print your name)

## I believe I was discriminated against because of my:

| | | |
|---|---|---|
| ☐ RACE | ☐ RELIGION | ☐ COLOR |
| ☐ NATIONAL ORIGIN | ☐ SEX | ☐ AGE |
| ☐ POLITICAL AFFILIATION | ☐ MARITAL STATUS | ☐ DISABILITY |
| ☐ OTHER | | |

**DATE OF OCCURRENCE:** _____

**NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:**

_____

_____

_____

_____

**THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:**

_____

_____

_____

_____

_____

**I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:**

_____

_____

_____

_____

_____ (SIGNATURE)

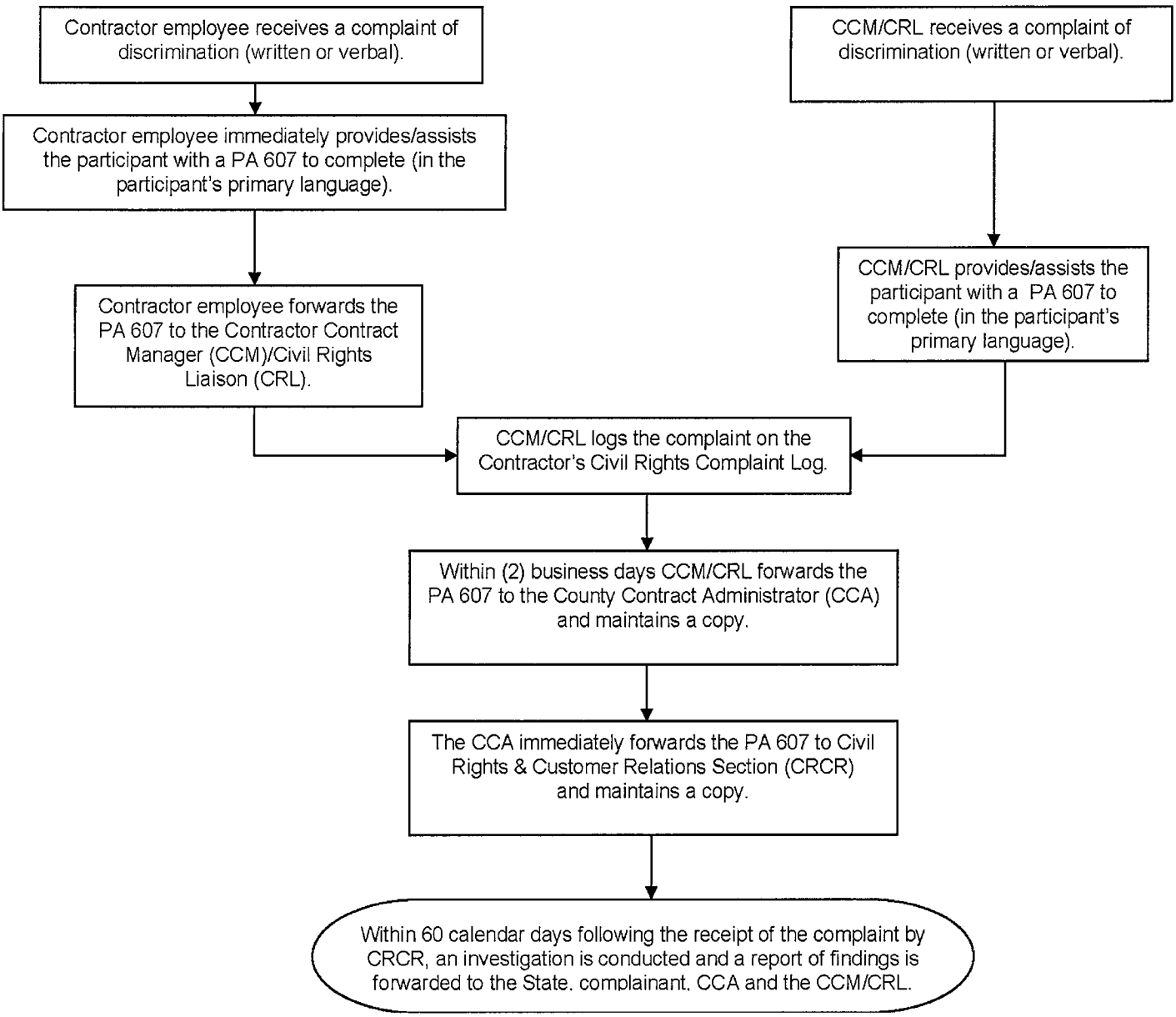
_____ (DATE)

ADDRESS: _____

TELEPHONE: _____

**PA - 607 (REVISED 7/01)**

# CIVIL RIGHTS COMPLAINT FLOWCHART
# CONTRACTOR PROCESS



# ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Proposer has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

_____YES _____NO (subject to verification by County)

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

GAIN/GROW ATTESTATION

# CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

## GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

## ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____and the County of Los Angeles.*

_____ ***(Initial and date)***

## CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by_____ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)**

**Please read the following Contract and take time to consider it prior to signing:**

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between _____and the County of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ ***(Initial and Date)***

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Working Title: _____

Original: Contractor
Copy: Contractor Employee

COUNTY OF LOS ANGLES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

| | | |
|---|---|---|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| Solicitation For _____ Services: | | |

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  **"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time 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.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct*

| | |
|---|---|
| Print Name: | Title: |
| Signature: | Date: |

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED COVERED TRANSACTIONS (45 C.F.R. PART 76)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction, "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

Proposer acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Expert for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/.or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated:_____

_____
Signature of Authorized Representative

_____
Title of Authorized Representative

_____
Printed Name of Authorized Representative

Department of the Treasury
**Internal Revenue Service**

# Notice 1015

(Rev. December 2007)

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

### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

### 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 2007 are less than $39,783 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, 2008.

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 from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

### 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 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

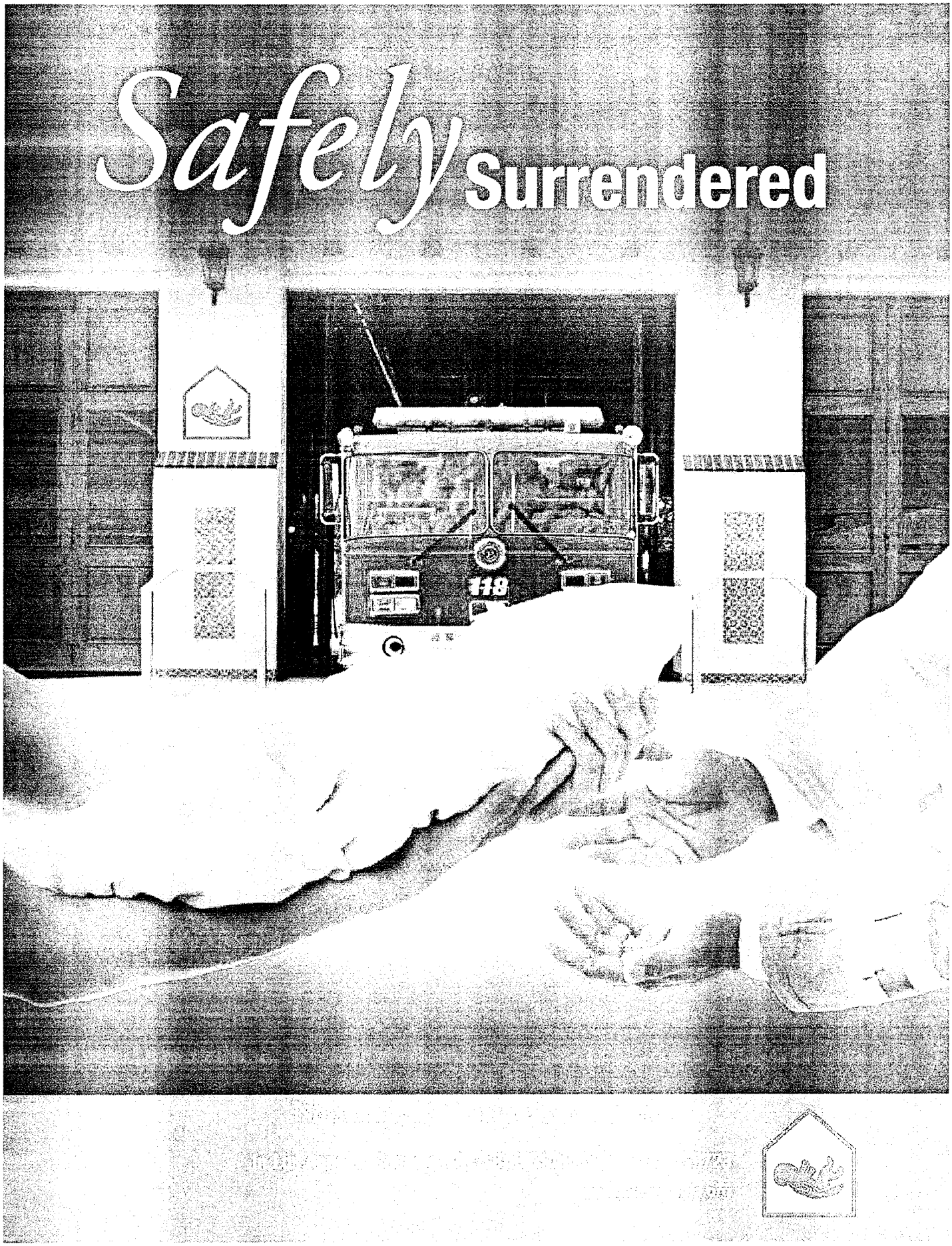
### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 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 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 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 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2007)
Cat. No. 20599I


Safely Surrendered
118

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

# Safely Surrendered

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered 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 surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

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

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

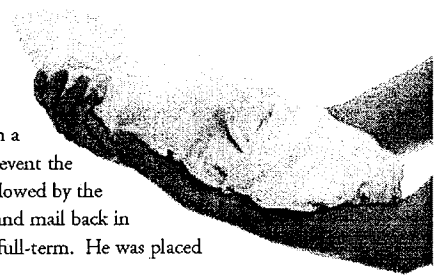
## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

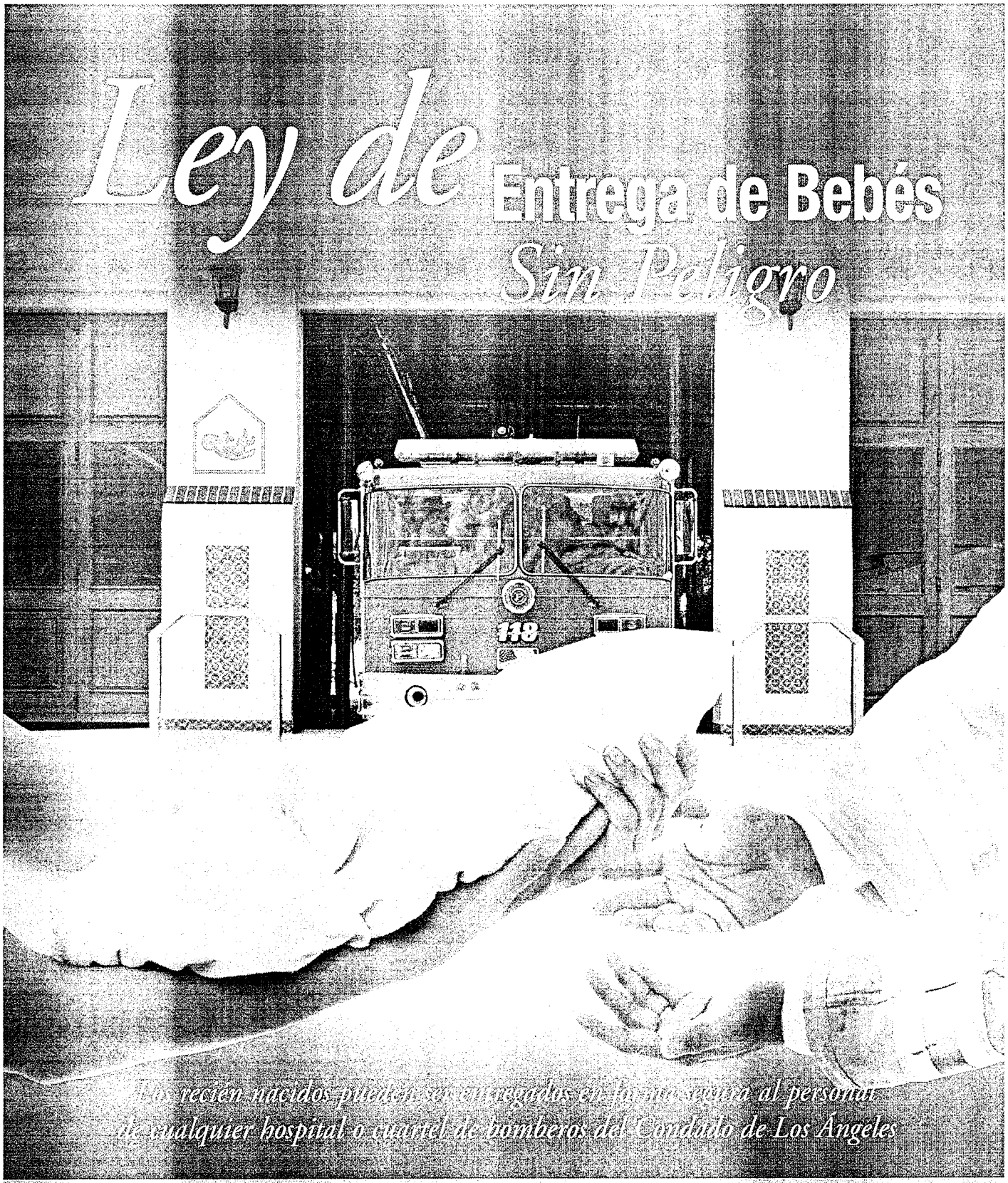
The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

## *A baby's story*



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

# *Ley de* Entrega de Bebés *Sin Peligro*




*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

En el Condado de Los Ángeles

En el Condado de Los Ángeles 1-877-BABY SAFE (1-877-222-9723)

www.babysafela.org

# *Ley de* Entrega de Bebés

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido merece la oportunidad de tener una vida saludable. Si piensa que usted corre riesgo de pensar en abandonar a un recién nacido, sepa que tiene otras opciones. Dentro de las 72 horas después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles.*

## ¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

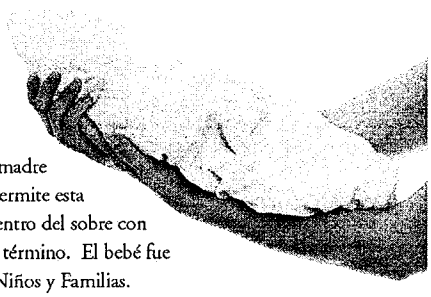
## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

# *Historia de un bebé*



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

# CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trust "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585 - 12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

Attachment P

# COUNTY'S ADMINISTRATION

CONTRACT NUMBER: _____

COUNTY'S PROGRAM DIRECTOR:

Name: Carol Walker
Title: Director, CMD Section IV
Address: 12860 Crossroads Parkway South
City of Industry, 91746-3411

Telephone: 562-908-8553
Facsimile: 562-692-5705
E-Mail Address: cwalker@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: Judie Green
Title: County Contract Administrator
Address: 12860 Crossroads Parkway South
City of Industry, 91746-3411

Telephone: 562-908-8314
Facsimile: 562-692-5705
E-Mail Address: igreen@dpss.lacounty.gov

# CONTRACTOR'S ADMINISTRATION

_____
CONTRACTOR'S NAME

CONTRACT NO: _____

## CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

## CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

(Use additional sheets, if needed).

Attachment R

**County of Los Angeles**

**FIRST DISTRICT ZIP CODE LIST**

**For purposes of this Contract, zip codes shared with an incorporated city will be eligible.**

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 90001 | Florence/South Central (City of LA) | X | X | | | |
| 90002 | Watts (City of LA) | X | X | | | |
| 90006 | Pico Heights (City of LA) | X | X | | | |
| 90007 | South Central (City of LA) | X | X | | | |
| 90011 | South Central (City of LA) | X | X | | | |
| 90012 | Civic Center (City of LA)/Chinatown (City of LA) | X | | | | |
| 90013 | Downtown Los Angeles (City of LA) | X | X | | | |
| 90014 | Los Angeles | X | X | | | |
| 90015 | Downtown Los Angeles (City of LA) | X | X | | | |
| 90017 | Downtown Los Angeles (City of LA) | X | | | | |
| 90021 | Downtown Los Angeles (City of LA) | X | X | | | |
| 90022 | East Los Angeles | X | | | | |
| 90023 | East Los Angeles (City of LA) | X | | | | |
| 90026 | Echo Park/Silverlake (City of LA) | X | | X | | |
| 90030 | Terminal Annex (City of LA) | X | | | | |
| 90031 | Montecito Heights (City of LA) | X | | | | |
| 90032 | El Sereno (City of LA)/Monterey Hills (City of LA) | X | | | | X |
| 90033 | Boyle Heights (City of LA) | X | | | | |
| 90039 | Atwater Village (City of LA) | X | | X | | |
| 90040 | Commerce, City of | X | | | | |
| 90041 | Eagle Rock (City of LA) | X | | | | X |
| 90042 | Highland Park (City of LA) | X | | | | |
| 90050 | Los Angeles | X | | | | |
| 90051 | Los Angeles | X | | | | |
| 90054 | Los Angeles | X | | | | |
| 90055 | Los Angeles | X | | | | |
| 90057 | Westlake (City of LA) | X | X | | | |
| 90058 | Vernon | X | X | | | |
| 90060 | Los Angeles | X | | | | |
| 90063 | City Terrance | X | | | | |
| 90065 | Cypress Park (City of LA)/Glassell Park (City of LA)/ Mt. Washington (City of LA) | X | | | | |
| 90071 | ARCO Towers (City of LA) | X | | | | |
| 90074 | Los Angeles | X | | | | |
| 90079 | Los Angeles | X | | | | |
| 90081 | Los Angeles | X | | | | |
| 90084 | Los Angeles | X | | | | |
| 90086 | Los Angeles | X | | | | |
| 90087 | Los Angeles | X | | | | |
| 90088 | Los Angeles | X | | | | |
| 90091 | Los Angeles | X | | | | |
| 90096 | Los Angeles | X | | | | |
| 90101 | Los Angeles | X | | | | |
| 90102 | Los Angeles | X | | | | |
| 90103 | Los Angeles | X | | | | |
| 90189 | Los Angeles | X | | | | |
| 90201 | Bell/Bell Gardens/Cudahy | X | | | | |
| 90202 | Bell Gardens | X | | | | |
| 90255 | Huntington Park/Walnut Park | X | | | | |
| 90270 | Maywood | X | | | | |

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 90280 | South Gate | X | X | | | |
| 90601 | Whittier | X | | | X | |
| 90605 | Whittier/South Whittier | X | | | X | |
| 90606 | Los Nietos | X | | | X | |
| 90640 | Montebello | X | | | | |
| 90660 | Pico Rivera | X | | | | |
| 90661 | Pico Rivera | X | | | | |
| 90662 | Pico Rivera | X | | | | |
| 90665 | Pico Rivera | X | | | | |
| 90670 | Santa Fe Springs | X | | | | |
| 91010 | Bradbury | X | | | | X |
| 91030 | South Pasadena | X | | | | X |
| 91105 | Pasadena | X | | | | X |
| 91205 | Glendale (Tropico) | X | | | | X |
| 91702 | Azusa | X | | | | X |
| 91706 | Baldwin Park/Irwindale | X | | | | |
| 91709 | Chino Hills | X | | | X | |
| 91715 | City of Industry | X | | | | |
| 91716 | Cit of Industry | X | | | | |
| 91722 | Covina | X | | | | X |
| 91731 | El Monte | X | | | | |
| 91732 | El Monte | X | | | | |
| 91733 | South El Monte | X | | | | |
| 91734 | El Monte | X | | | | |
| 91735 | El Monte | X | | | | |
| 91744 | City of Industry/La Puente/Valinda | X | | | | |
| 91745 | La Puente (Hacienda Heights) | X | | | X | |
| 91746 | Bassett/City of Industry/La Puente | X | | | X | |
| 91747 | La Puente | X | | | | |
| 91748 | Rowland Heights | X | | | X | |
| 91749 | La Puente | X | | | | |
| 91754 | Monterey Park | X | | | | |
| 91755 | Monterey Park | X | | | | |
| 91756 | Monterey Park | X | | | | |
| 91766 | Phillips Ranch/Pomona | X | | | | |
| 91767 | Pomona | X | | | | |
| 91768 | Pomona | X | | | | X |
| 91769 | Pomona | X | | | | |
| 91770 | Rosemead | X | | | | |
| 91771 | Rosemead | X | | | | |
| 91772 | Rosemead | X | | | | |
| 91773 | San Dimas | X | | | | X |
| 91776 | San Gabriel | X | | | | X |
| 91780 | Temple City | X | | | | X |
| 91788 | Walnut | X | | | | |
| 91789 | Diamond Bar/City of Industry/Walnut | X | | | X | X |
| 91790 | West Covina | X | | | | X |
| 91792 | West Covina | X | | | | X |
| 91795 | Walnut | x | | | | |

## County of Los Angeles

## SECOND DISTRICT ZIP CODE LIST

**For purposes of this Contract, zip codes shared with an incorporated city will be eligible.**

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 90001 | Florence/South Central (City of LA) | X | X | | | |
| 90002 | Watts (City of LA) | X | X | | | |
| 90003 | South Central (City of LA) | | X | | | |
| 90004 | Hancock Park (City of LA) | | X | X | | |
| 90005 | Koreatown (City of LA) | | X | X | | |
| 90006 | Pico Heights (City of LA) | X | X | | | |
| 90007 | South Central (City of LA) | X | X | | | |
| 90008 | Baldwin Hills/Crenshaw (City of LA)/Leimert Park (City of LA) | | X | | | |
| 90010 | Wilshire Blvd (City of LA) | | X | X | | |
| 90011 | South Central (City of LA) | X | X | | | |
| 90013 | Downtown Los Angeles (City of LA) | X | X | | | |
| 90014 | Los Angeles | X | X | | | |
| 90015 | Downtown Los Angeles (City of LA) | X | X | | | |
| 90016 | West Adams (City of LA) | | X | | | |
| 90018 | Jefferson Park (City of LA) | | X | | | |
| 90019 | Country Club Park (City of LA)/Mid City (City of LA) | | X | | | |
| 90020 | Hancock Park (City of LA) | | X | X | | |
| 90021 | Downtown Los Angeles (City of LA) | X | X | | | |
| 90025 | Sawtelle (City of LA)/West Los Angeles (City of LA) | | X | X | | |
| 90029 | Downtown Los Angeles (City of LA) | | X | X | | |
| 90034 | Palms (City of LA) | | X | | | |
| 90035 | West Fairfax (City of LA) | | X | X | | |
| 90036 | Park La Brea (City of LA) | | X | X | | |
| 90037 | South Central (City of LA) | | X | | | |
| 90043 | Hyde Park (City of LA)/View Park/Windsor Hills | | X | | | |
| 90044 | Athens | | X | | | |
| 90045 | LAX Area (City of LA)/Westchester (City of LA) | | X | | X | |
| 90047 | South Central (City of LA) | | X | | | |
| 90048 | West Beverly (City of LA) | | X | X | | |
| 90052 | Los Angeles | | X | | | |
| 90053 | Los Angeles | | X | | | |
| 90056 | Ladera Heights (City of LA) | | X | | | |
| 90057 | Westlake (City of LA) | X | X | | | |
| 90058 | Vernon | X | X | | | |
| 90059 | Watts (City of LA)/Willowbrook | | X | | | |
| 90061 | South Central (City of LA) | | X | | | |
| 90062 | South Central (City of LA) | | X | | | |
| 90064 | Cheviot Hills (City of LA)/Rancho Park (City of LA) | | X | X | | |
| 90066 | Mar Vista (City of LA) | | X | | | |
| 90070 | Los Angeles | | X | | | |
| 90075 | Los Angeles | | X | | | |
| 90076 | Los Angeles | | X | | | |
| 90082 | Los Angeles | | X | | | |
| 90089 | USC (City of LA) | | X | | | |
| 90094 | Playa Vista | | X | | X | |
| 90220 | Com[ton/Rancho Dominguez | | X | | | |
| 90221 | East Rancho Dominguez | | X | | | |
| 90222 | Compton/Rosewood/Willowbrook | | X | | | |
| 90223 | Compton | | X | | | |
| 90224 | Compton | | X | | | |
| 90230 | Culver City | | X | | | |

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 90231 | Culver City | | X | | | |
| 90232 | Culver City | | X | | | |
| 90233 | Culver City | | X | | | |
| 90247 | Gardena | | X | | | |
| 90248 | Gardena | | X | | X | |
| 90249 | Gardena | | X | | | |
| 90250 | Hawthorne (Holly Park) | | X | | | |
| 90251 | Hawthorne | | X | | | |
| 90260 | Lawndale | | X | | | |
| 90261 | Lawndale (Federal Bldg) | | X | | | |
| 90262 | Lynwood | | X | | X | |
| 90280 | South Gate | X | X | | | |
| 90291 | Venice (City of LA) | | X | X | | |
| 90292 | Marina del Rey | | X | X | X | |
| 90293 | Playa del Rey (City of LA) | | X | | X | |
| 90301 | Inglewood | | X | | | |
| 90302 | Inglewood | | X | | | |
| 90303 | Inglewood | | X | | | |
| 90304 | Lennox | | X | | | |
| 90305 | Inglewood | | X | | | |
| 90306 | Inglewood | | X | | | |
| 90307 | Inglewood | | X | | | |
| 90308 | Inglewood | | X | | | |
| 90309 | Inglewood | | X | | | |
| 90310 | Inglewood | | X | | | |
| 90311 | Inglewood | | X | | | |
| 90312 | Inglewood | | X | | | |
| 90313 | Inglewood | | X | | | |
| 90397 | Inglewood | | X | | | |
| 90398 | Inglewood | | X | | | |
| 90405 | Santa Monica | | X | X | | |
| 90502 | Torrance | | X | | X | |
| 90506 | Torrance (Camino College) | | X | | | |
| 90710 | Harbor City (City of LA) | | X | | X | |
| 90723 | Paramount | | X | | X | |
| 90745 | Carson | | X | | | |
| 90746 | Carson | | X | | | |
| 90747 | Carson (Cal State Univ. Dominguez Hills) | | X | | | |
| 90749 | Carson | | X | | | |
| 90810 | Carson/Long Beach | | X | | X | |

## County of Los Angeles

## THIRD DISTRICT ZIP CODE LIST

**For purposes of this Contract, zip codes shared with an incorporated city will be eligible.**

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 90004 | Hancock Park (City of LA) | | X | X | | |
| 90005 | Koreatown (City of LA) | | X | X | | |
| 90010 | Wilshire Blvd (City of LA) | | X | X | | |
| 90020 | Hancock Park (City of LA) | | X | X | | |
| 90024 | Westwood | | | X | | |
| 90025 | Sawtelle (City of LA)/West Los Angeles (City of LA) | | X | X | | |
| 90026 | Echo Park/Silverlake (City of LA) | X | | X | | |
| 90027 | Griffith Park (City of LA)/Los Feliz (City of LA) | | | X | | |
| 90028 | Hollywood (City of LA) | | | X | | |
| 90029 | Downtown Los Angeles (City of LA) | | X | X | | |
| 90035 | West Fairfax (City of LA) | | X | X | | |
| 90036 | Park LaBrea (City of LA) | | X | X | | |
| 90038 | Hollywood (City of LA) | | | X | | |
| 90039 | Atwater Village (City of LA) | X | | X | | |
| 90046 | Mount Olympus (City of LA) | | | X | | |
| 90048 | West Beverly (City of LA) | | X | X | | |
| 90049 | Bel Air Estates (City of LA)/Brentwood (City of LA) | | | X | | |
| 90064 | Cheviot Hills (City of LA)/Rancho Park (City of LA) | | X | X | | |
| 90067 | Century City (City of LA) | | | X | | |
| 90068 | Hollywood (City of LA_ | | | X | | |
| 90069 | West Hollywood | | | X | | |
| 90072 | Los Angeles | | | X | | |
| 90073 | VA Hospital (Sawtelle) | | | X | | |
| 90077 | Bel Air Estates & Beverly Glen (City of LA) | | | X | | |
| 90078 | Los Angeles | | | X | | |
| 90093 | Los Angeles | | | X | | |
| 90095 | Los Angeles | | | X | | |
| 90209 | Beverly Hills | | | X | | |
| 90210 | Beverly Hill/Beverly Glen (City of LA) | | | X | | |
| 90211 | Beverly Hills | | | X | | |
| 90212 | Beverly Hills | | | X | | |
| 90213 | Beverly Hills | | | X | | |
| 90263 | Pepperdine University (Malibu) | | | X | | |
| 90264 | Malibu | | | X | | |
| 90265 | Malibu | | | X | | |
| 90272 | Castellemare (City of LA)/Pacific Highlands (City of LA)/Pacific Palisade | | | X | | |
| 90290 | Topanga | | | X | | |
| 90291 | Venice (City of LA) | | X | X | | |
| 90292 | Marina del Rey | | X | X | X | |
| 90294 | Venice (City of LA) | | | X | | |
| 90401 | Santa Monica | | | X | | |
| 90402 | Santa Monica | | | X | | |
| 90403 | Santa Monica | | | X | | |
| 90404 | Santa Monica | | | X | | |
| 90405 | Santa Monica | | X | X | | |
| 90406 | Santa Monica | | | X | | |
| 90407 | Santa Monica | | | X | | |
| 90408 | Santa Monica | | | X | | |
| 90409 | Santa Monica | | | X | | |
| 90410 | Santa Monica | | | X | | |

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 90411 | Santa Monica | | | X | | |
| 91040 | Shadow Hills (City of LA)/Sunland (City of LA) | | | X | | X |
| 91301 | Agoura/Oak Park | | | X | | |
| 91302 | Calabasas/Hidden Hills | | | X | | |
| 91303 | Canoga Park (City of LA) | | | X | | |
| 91304 | Canoga Park (City of LA) | | | X | | X |
| 91305 | Canoga Park (City of LA) | | | X | | |
| 91306 | Winnetka (City of LA) | | | X | | |
| 91307 | West Hills (City of LA) | | | X | | X |
| 91308 | West Hills | | | X | | |
| 91309 | Canoga Park | | | X | | |
| 91311 | Chatsworth (City of LA) | | | X | | X |
| 91312 | Chatsworth | | | X | | |
| 91313 | Chatsworth | | | X | | |
| 91316 | Encino (City of LA) | | | X | | |
| 91324 | Northridge (City of LA) | | | X | | X |
| 91325 | Northridge (City of LA) | | | X | | X |
| 91328 | Northridge (City of LA) | | | X | | |
| 91329 | Northridge | | | X | | |
| 91330 | Northridge (City of LA), California State University | | | X | | X |
| 91331 | Arleta (City of LA)/Pacoima (City of LA) | | | X | | |
| 91333 | Pacoima | | | X | | |
| 91334 | Pacoima | | | X | | |
| 91335 | Reseda (City of LA) | | | X | | |
| 91337 | Reseda | | | X | | |
| 91340 | San Fernando | | | X | | |
| 91341 | San Fernando | | | X | | |
| 91342 | Lake View Terrace (City of LA)/Sylmar (City of LA) | | | X | | X |
| 91343 | North Hills (City of LA) | | | X | | X |
| 91344 | Granada Hills (City of LA) | | | X | | X |
| 91345 | Mission Hills (City of LA) | | | X | | |
| 91346 | Mission Hills | | | X | | |
| 91352 | Sun Valley (City of LA) | | | X | | X |
| 91353 | Sun Valley | | | X | | |
| 91356 | Tarzana (City of LA) | | | X | | |
| 91357 | Tarzana | | | X | | |
| 91361 | Westlake Village | | | X | | |
| 91362 | Westlake Village | | | X | | |
| 91363 | Westlake Village | | | X | | |
| 91364 | Woodland Hills (City of LA) | | | X | | |
| 91365 | Woodland Hills | | | X | | |
| 91367 | Woodland Hills (City of LA) | | | X | | |
| 91371 | Woodland Hills | | | X | | |
| 91372 | Calabasas | | | X | | |
| 91376 | Agoura Hills | | | X | | |
| 91388 | Van Nuys | | | X | | |
| 91392 | Sylmar | | | X | | |
| 91393 | North Hills | | | X | | |
| 91395 | Mission Hills | | | X | | |
| 91396 | Winnetka | | | X | | |
| 91399 | Woodland Hills | | | X | | |
| 91401 | Van Nuys (City of LA) | | | X | | |
| 91402 | Panorama City (City of LA) | | | X | | |
| 91403 | Sherman Oaks (City of LA)/Van Nuys (City of LA) | | | X | | |
| 91494 | Van Nuys (City of LA) | | | X | | |

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 91405 | Van Nuys (City of LA) | | | X | | |
| 91406 | Van Nuys (City of LA) | | | X | | |
| 91407 | Van Nuys (City of LA) | | | X | | |
| 91408 | Van Nuys (City of LA) | | | X | | |
| 91409 | Van Nuys (City of LA) | | | X | | |
| 91410 | Van Nuys | | | X | | |
| 91411 | Van Nuys (City of LA) | | | X | | |
| 91412 | Panorama City (City of LA) | | | X | | |
| 91413 | Sherman Oaks (City of LA) | | | X | | |
| 91416 | Encino | | | X | | |
| 91423 | Sherman Oaks (City of LA)/Van Nuys (City of LA) | | | X | | |
| 91426 | Encino | | | X | | |
| 91436 | Encino (City of LA) | | | X | | |
| 91470 | Van Nuys | | | X | | |
| 91482 | Van Nuys | | | X | | |
| 91495 | Sherman Oaks | | | X | | |
| 91496 | Van Nuys | | | X | | |
| 91497 | Van Nuys | | | X | | |
| 91499 | Van Nuys | | | X | | |
| 91505 | Burbank | | | X | | X |
| 91506 | Burbank | | | X | | X |
| 91521 | Burbank | | | X | | X |
| 91601 | North Hollywood (City of LA) | | | X | | |
| 91602 | North Hollywood (City of LA)/Toluca Lake (City of LA) | | | X | | |
| 91603 | North Hollywood (City of LA) | | | X | | |
| 91604 | North Hollywood (City of LA)/Studio City (City of LA) | | | X | | |
| 91605 | North Hollywood | | | X | | |
| 91606 | North Hollywood | | | X | | |
| 91607 | North Hollywood (City of LA)/Valley Village (City of LA) | | | X | | |
| 91608 | Universal City | | | X | | |
| 91609 | North Hollywood (City of LA) | | | X | | |
| 91610 | Toluca Lake | | | X | | |
| 91611 | North Hollywood | | | X | | |
| 91612 | North Hollywood | | | X | | |
| 91614 | Studio City | | | X | | |
| 91615 | North Hollywood | | | X | | |
| 91616 | North Hollywood | | | X | | |
| 91617 | Valley Village | | | X | | |
| 91618 | North Village | | | X | | |

## County of Los Angeles

## FOURTH DISTRICT ZIP CODE LIST

**For purposes of this Contract, zip codes shared with an incorporated city will be eligible.**

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 90009 | Airport Worldway (City of LA) | | | | X | |
| 90045 | LAX Area (City of LA)/Westchester (City of LA) | | X | | X | |
| 90080 | Airport Worldway (City of LA) | | | | X | |
| 90083 | Los Angeles | | | | X | |
| 90094 | Playa Vista | | X | | X | |
| 90239 | Downey | | | | X | |
| 90240 | Downey | | | | X | |
| 90241 | Downey | | | | X | |
| 90242 | Downey | | | | X | |
| 90245 | El Segundo | | | | X | |
| 90248 | Gardena | | X | | X | |
| 90254 | Hermosa Beach | | | | X | |
| 90262 | Lynwood | | X | | X | |
| 90266 | Manhattan Beach | | | | X | |
| 90267 | Manhattan Beach | | | | X | |
| 90274 | Palos Verdes Estates/Rolling Hills/Rolling Hills Estates | | | | X | |
| 90275 | Rancho Palos Verdes | | | | X | |
| 90277 | Redondo Beach/Torrance | | | | X | |
| 90278 | Redondo Beach/Torrance | | | | X | |
| 90292 | Marina del Rey | | X | X | X | |
| 90293 | Playa del Rey (City of LA) | | X | | X | |
| 90295 | Marina del Rey | | | | X | |
| 90296 | Playa del Rey | | | | X | |
| 90501 | Torrance | | | | X | |
| 90502 | Torrance | | X | | X | |
| 90503 | Torrance | | | | X | |
| 90504 | Torrance | | | | X | |
| 90505 | Torrance | | | | X | |
| 90507 | Torrance | | | | X | |
| 90508 | Torrance | | | | X | |
| 90509 | Torrance | | | | X | |
| 90510 | Torrance | | | | X | |
| 90601 | Whittier | X | | | X | |
| 90602 | Whittier | | | | X | |
| 90603 | Whittier | | | | X | |
| 90604 | Whittier | | | | X | |
| 90605 | Whittier/South Whittier | X | | | X | |
| 90606 | Los Nietos (Whittier | | | | | |
| 90607 | Whittier | | | | X | |
| 90608 | Whittier (Whittier College) | | | | X | |
| 90609 | Whittwood (Whittier) | | | | X | |
| 90610 | Los Nietos (Whittier) | | | | X | |
| 90623 | La Palma | | | | X | |
| 90630 | Cypress | | | | X | |
| 90631 | La Habra Heights | | | | X | |
| 90637 | La Mirada | | | | X | |
| 90638 | La Mirada | | | | X | |
| 90639 | La Mirada (Biola Univ.) | | | | X | |
| 90650 | Norwalk | | | | X | |
| 90651 | Norwalk | | | | X | |
| 90652 | Norwalk | | | | X | |

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 90659 | Norwalk | | | | X | |
| 90701 | Cerritos | | | | X | |
| 90702 | Artesia | | | | X | |
| 90703 | Cerritos | | | | X | |
| 90704 | Avalon | | | | X | |
| 90706 | Bellflower | | | | X | |
| 90707 | Bellflower | | | | X | |
| 90710 | Harbor City (City of LA) | | X | | X | |
| 90711 | Lakewood | | | | X | |
| 90712 | Lakewood | | | | X | |
| 90713 | Lakewood | | | | X | |
| 90714 | Lakewood | | | | X | |
| 90715 | Lakewood | | | | X | |
| 90716 | Hawaiian Gardens | | | | X | |
| 90717 | Lomita/Rancho Palos Verdes | | | | X | |
| 90723 | Paramount | | X | | X | |
| 90731 | San Pedro (City of LA)/Terminal Island (City of LA) | | | | X | |
| 90732 | Rancho Palos Verdes | | | | X | |
| 90733 | San Pedro (City of LA) | | | | X | |
| 90734 | San Pedro | | | | X | |
| 90744 | Wilmington (City of LA) | | | | X | |
| 90748 | Wilmington (City of LA) | | | | X | |
| 90755 | Signal Hill | | | | X | |
| 90801 | Long Beach | | | | X | |
| 90802 | Long Beach | | | | X | |
| 90803 | Long Beach | | | | X | |
| 90804 | Long Beach | | | | X | |
| 90805 | North Long Beach (Long Beach) | | | | X | |
| 90806 | Long Beach | | | | X | |
| 90807 | Long Beach | | | | X | |
| 90808 | Long Beach | | | | X | |
| 90809 | Long Beach | | | | X | |
| 90810 | Carson/Long Beach | | X | | X | |
| 90813 | Long Beach | | | | X | |
| 90814 | Long Beach | | | | X | |
| 90815 | Long Beach | | | | X | |
| 90822 | Long Beach | | | | X | |
| 90831 | Long Beach (World Trade Center) | | | | X | |
| 90832 | Long Beach (world Trade Center) | | | | X | |
| 90833 | Long Beach | | | | X | |
| 90834 | Long Beach | | | | X | |
| 90835 | Long Beach | | | | X | |
| 90840 | Long Beach (Cal State University Long Beach) | | | | X | |
| 90842 | Long Beach | | | | X | |
| 90844 | Long Beach | | | | X | |
| 90845 | Long Beach | | | | X | |
| 90846 | Long Beach (Boeing) | | | | X | |
| 90847 | Long Beach | | | | X | |
| 90848 | Long Beach | | | | X | |
| 90853 | Belmont Shores (Long Beach) | | | | X | |
| 90888 | Long Beach | | | | X | |
| 91709 | Chino Hills | X | | | X | |
| 91745 | La Puente | X | | | X | |
| 91746 | La Puente | X | | | X | |
| 91748 | Rowland Heights | X | | | X | |

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| **91765** | **Diamond Bar** | | | | **X** | |
| **91789** | **Walnut** | **X** | | | **X** | |

## County of Los Angeles

## FIFTH DISTRICT ZIP CODE LIST

**For purposes of this Contract, zip codes shared with an incorporated city will be eligible.**

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 90032 | El Sereno (City of LA)/Monterey Hills (City of LA) | X | | | | X |
| 90041 | Eagle Rock (City of LA) | X | | | | X |
| 91001 | Altadena | | | | | X |
| 91003 | Altadena | | | | | X |
| 91006 | Arcadia | | | | | X |
| 91007 | Arcadia | | | | | X |
| 91009 | Duarte | | | | | X |
| 91010 | Bradbury | X | | | | X |
| 91011 | La Canada/Flintridge | | | | | X |
| 91012 | La Canada/Flintridge | | | | | X |
| 91016 | Monrovia | | | | | X |
| 91017 | Monrovia | | | | | X |
| 91020 | Montrose | | | | | X |
| 91021 | Montrose | | | | | X |
| 91023 | Mount Wilson | | | | | X |
| 91024 | Sierra Madre | | | | | X |
| 91025 | Sierra Madre | | | | | X |
| 91030 | South Pasadena | X | | | | X |
| 91031 | South Pasadena | | | | | X |
| 91040 | Shadow Hills (City of LA)/Sunland (City of LA) | | | X | | X |
| 91041 | Sunland (City of LA) | | | | | X |
| 91042 | Tujunga (City of LA) | | | | | X |
| 91043 | Tujunga (City of LA) | | | | | X |
| 91046 | Glendale (Verdugo City) | | | | | X |
| 91066 | Arcadia | | | | | X |
| 91077 | Arcadia | | | | | X |
| 91101 | Pasadena | | | | | X |
| 91102 | Pasadena | | | | | X |
| 91103 | Pasadena | | | | | X |
| 91104 | Pasadena | | | | | X |
| 91105 | Pasadena | X | | | | X |
| 91106 | Pasadena | | | | | X |
| 91107 | Pasadena | | | | | X |
| 91108 | San Marino | | | | | X |
| 91109 | Pasadena | | | | | X |
| 91110 | Pasadena | | | | | X |
| 91114 | Pasadena | | | | | X |
| 91115 | Pasadena | | | | | X |
| 91116 | Pasadena | | | | | X |
| 91117 | Pasadena | | | | | X |
| 91118 | San Marino | | | | | X |
| 91121 | Pasadena | | | | | X |
| 91123 | Pasadena | | | | | X |
| 91124 | Parsons Co. (Pasadena) | | | | | X |
| 91125 | Pasadena (California Institute of Technology) | | | | | X |
| 91126 | Pasadena (California Institute of Technology) | | | | | X |
| 91129 | Pasadena | | | | | X |
| 91131 | Pasadena | | | | | X |
| 91175 | Pasadena | | | | | X |
| 91182 | Pasadena | | | | | X |
| 91184 | Pasadena | | | | | X |

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 91185 | Pasadena | | | | | X |
| 91186 | Pasadena | | | | | X |
| 91187 | Pasadena | | | | | X |
| 91188 | Pasadena | | | | | X |
| 91189 | Pasadena | | | | | X |
| 91191 | Pasadena | | | | | X |
| 91201 | Glendale | | | | | X |
| 91202 | Glendale | | | | | X |
| 91203 | Glendale | | | | | X |
| 91204 | Glendale (Tropico) | | | | | X |
| 91205 | Glendale (Tropico) | X | | | | X |
| 91206 | Glendale | | | | | X |
| 91207 | Glendale | | | | | X |
| 91208 | Glendale | | | | | X |
| 91209 | Glendale | | | | | X |
| 91210 | Galleria (Glendale) | | | | | X |
| 91214 | La Crescenta | | | | | X |
| 91221 | Glendale | | | | | X |
| 91222 | Glendale | | | | | X |
| 91224 | Glendale | | | | | X |
| 91225 | Glendale | | | | | X |
| 91226 | Glendale | | | | | X |
| 91304 | Canoga Park (City of LA) | | | X | | X |
| 91307 | West Hills (City of LA) | | | X | | X |
| 91310 | Castaic | | | | | X |
| 91311 | Chatsworth (City of LA) | | | X | | X |
| 91321 | Santa Clarita (Newhall) | | | | | X |
| 91322 | Newhall | | | | | X |
| 91324 | Northridge (City of LA) | | | X | | X |
| 91325 | Northridge (City of LA) | | | X | | X |
| 91326 | Porter Ranch (City of LA) | | | | | X |
| 91327 | Northridge | | | | | X |
| 91330 | Northridge (City of LA), California State University | | | X | | X |
| 91342 | Lake View Terrace (City of LA)/Sylmar (City of LA) | | | X | | X |
| 91343 | North Hills (City of LA) | | | X | | X |
| 91344 | Granada Hills (City of LA) | | | X | | X |
| 91350 | Agua Dulce/Saugus | | | | | X |
| 91351 | Santa Clarita (Canyon Country) | | | | | X |
| 91352 | Sun Valley (City of LA) | | | X | | X |
| 91354 | Santa Clarita (Valencia) | | | | | X |
| 91355 | Santa Clarita (Valencia) | | | | | X |
| 91380 | Santa Clarita | | | | | X |
| 91381 | Stevenson Ranch | | | | | X |
| 91382 | Santa Clarita | | | | | X |
| 91383 | Santa Clarita | | | | | X |
| 91384 | Castaic | | | | | X |
| 91385 | Valencia | | | | | X |
| 91386 | Canyon Country | | | | | X |
| 91387 | Canyon Country | | | | | X |
| 91390 | Santa Clarita | | | | | X |
| 91394 | Granada Hills | | | | | X |
| 91501 | Burbank | | | | | X |
| 91502 | Burbank | | | | | X |
| 91503 | Burbank | | | | | X |
| 91504 | Burbank (Glenoaks) | | | | | X |

| ZIP CODE | AREA | Supervisorial District 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|---|---|
| 91505 | Burbank | | | X | | X |
| 91506 | Burbank | | | X | | X |
| 91507 | Burbank | | | | | X |
| 91508 | Burbank | | | | | X |
| 91510 | Burbank (Woodbury Univ.) | | | | | X |
| 91521 | Burbank | | | X | | X |
| 91522 | Burbank | | | | | X |
| 91523 | Burbank | | | | | X |
| 91702 | Azusa | X | | | | X |
| 91711 | Claremont | | | | | X |
| 91722 | Covina | X | | | | X |
| 91723 | Covina | | | | | X |
| 91724 | Covina | | | | | X |
| 91740 | Glendora | | | | | X |
| 91741 | Glendora | | | | | X |
| 91750 | La Verne | | | | | X |
| 91759 | Mt Baldy | | | | | X |
| 91768 | Pomona | X | | | | X |
| 91773 | San Dimas | X | | | | X |
| 91775 | San Gabriel | | | | | X |
| 91776 | San Gabriel | X | | | | X |
| 91778 | San Gabriel | | | | | X |
| 91780 | Temple City | X | | | | X |
| 91789 | Diamond Bar/City of Industry/Walnut | X | | | X | X |
| 91790 | West Covina | X | | | | X |
| 91791 | West Covina | | | | | X |
| 91792 | West Covina | X | | | | X |
| 91793 | West Covina | | | | | X |
| 91801 | Alhambra | | | | | X |
| 91802 | Alhambra | | | | | X |
| 91803 | Alhambra | | | | | X |
| 92397 | Wrightwood | | | | | X |
| 93243 | Lebec | | | | | X |
| 93510 | Acton | | | | | X |
| 93523 | Edwards AFB | | | | | X |
| 93532 | Elizabeth Lake/Lake Hughes | | | | | X |
| 93534 | Lancaster | | | | | X |
| 93535 | Hi Vista | | | | | X |
| 93536 | Lancaster/Quartz Hill | | | | | X |
| 93543 | Littlerock/Juniper Hills | | | | | X |
| 93544 | Llano | | | | | X |
| 93550 | Palmdale/Lake Los Angeles | | | | | X |
| 93551 | Palmdale | | | | | X |
| 93552 | Palmdale | | | | | X |
| 93553 | Pearblossom | | | | | X |
| 93560 | Rosamond | | | | | X |
| 93563 | Valyermo | | | | | X |
| 93584 | Lancaster | | | | | X |
| 93586 | Lancaster | | | | | X |
| 93590 | Palmdale | | | | | X |
| 93591 | Palmdale/Lake Los Angeles | | | | | X |
| 93599 | Palmdale | | | | | X |

# Unincorporated Areas within the County of Los Angeles

| Unincorp. Supervisorial Area District | Unincorp. Supervisorial Area District | Unincorp. Supervisorial Area District |
|---|---|---|
| Acton 5 | La Crescenta 5 | Santa Catalina Island 4 |
| Agoura 3 | La Rambla 4 | Saugus 5 |
| Agua Dulce 5 | Ladera Heights 2 | Soledad 5 |
| Alpine 5 | Lake Hughes 5 | South San Gabriel 1 |
| Altadena 5 | Lake Los Angeles 5 | South San Jose Hills 1 |
| Antelope Acres 5 | Lakeview 5 | South Whittier 1, 4 |
| Athens (or West Athens) 2 | Lang 5 | Stevenson Ranch 5 |
| Avocado Heights 1 | Lennox 2 | Sulphur Springs 5 |
| Baldwin Hills 2 | Leona Valley 5 | Sun Village 5 |
| Bandini (islands) 1 | Littlerock 5 | Sunland/Sylmar/Tujunga |
| Bassett 1 | Llano 5 | (adjacent) 5 |
| Big Pines 5 | Long Beach (islands) 4 | Sunshine Acres 1 |
| Bouquet Canyon 5 | Longview 5 | Three Points 5 |
| Calabasas (adjacent) 3 | Los Cerritos Wetlands 4 | Topanga Canyon 3 |
| Calabasas Highlands 3 | Los Nietos 1, 4 | Fernwood |
| Canyon Country 5 | Malibu Vista 3 | Glenview |
| Castaic 5 | Marina del Rey 2, 4 | Sylvia Park |
| Castaic Junction 5 | Mint Canyon 5 | Topanga |
| Charter Oak (islands) 5 | Monrovia/Arcadia/ Duarte | Twin Lakes 5 |
| Citrus (Covina islands) 1, 5 | (islands) 5 | Universal City 3 |
| Crystalaire 5 | Monte Nido 3 | Val Verde 5 |
| Deer Lake Highlands 5 | Montrose 5 | Valencia 5 |
| Del Aire 2 | Mulholland Corridor 3 | Valinda 1 |
| Del Sur 5 | Cornell | Valyermo 5 |
| East Azusa (islands) 1, 5 | Las Virgenes/Malibu Canyon | Vasquez Rocks 5 |
| East Compton 2 | Malibou Lake | Veterans Administration Center 3 |
| East Los Angeles 1 | Malibu Bowl | View Park 2 |
| Belvedere Gardens | Malibu Highlands | Walnut Park 1 |
| City Terrace | Malibu/Sycamore Canyon | West Arcadia (islands) 5 |
| Eastmont | Monte Nido | West Carson 2, 4 |
| East Pasadena 5 | Seminole Hot Springs | West Chatsworth 3, 5 |
| East San Gabriel 5 | Sunset Mesa | West Pomona (islands) 5 |
| East Whittier 4 | Trifuno Canyon | West Puente Valley 1 |
| El Camino Village 2 | Neenach 5 | West Rancho Dominguez 2 |
| El Dorado 5 | Newhall 5 | West Whittier 1, 4 |
| Elizabeth Lake 5 | North Claremont (islands) 1, 5 | Westfield 4 |
| Fairmont 5 | Northeast San Dimas (islands) 5 | Westmont 2 |
| Firestone 1, 2 | Northeast Whittier (island) 4 | White Fence Farms 5 |
| Florence 1, 2 | Northwest Whittier 4 | Whittier Narrows 1 |
| Forrest Park 5 | Norwalk/Cerritos (islands) 4 | Willowbrook 2 |
| Franklin Canyon 3 | Oat Mountain 5 | Wilsona Gardens 5 |
| Glendora (islands) 5 | Pearblossom 5 | Windsor Hills 2 |
| Gorman 5 | Placerita Canyon 5 | Wiseburn 2 |
| Graham 1, 2 | Quartz Hill 5 | Wrightwood 5 |
| Green Valley 5 | Rancho Dominguez 2 | |
| Hacienda Heights 1, 4 | Redman 5 | |
| Hi Vista 5 Juniper Hills 5 Kagel | Roosevelt 5 Rowland Heights 1, 4 San | |
| Canyon 5 Kinneola Mesa 5 | Clemente Island 4 San Pasqual 5 | |

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