County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 5, 2009

To: All Department Heads

From: William T Fujioka
Chief Executive Officer

NOTIFICATION OF AVAILABLE AMERICAN RECOVERY AND REINVESTMENT ACT GRANT-WRITING CONSULTANT SERVICES

In an effort to provide resources to County departments to meet the numerous and rapidly approaching application deadlines for the American Recovery and Reinvestment Act (ARRA), this Office is making available initial funding of $250,000 for grant-writing and consultant services. Please note that these services are intended for County departments without sufficient in-house grant-writing capacity to meet the tight application deadlines. Although departments with dedicated grant writing staff will not be eligible to access this funding source, this office will consider using delegated contract authority to secure additional grant writing capacity if a department can identify funding. The attached document outlines the strategy behind this effort as well as the process to access the ARRA grant-writing services. The document can also be found on the ARRA Intranet site:

http://web.co.la.ca.us/lacounty/arra.asp

If you have any questions or require further information on this matter, please contact Ellen Sandt, Deputy Chief Executive Officer at (213) 974-1186 or esandt@ceo.lacounty.gov.

WTF:EFS
SAW:ef

Attachment

c: Each Supervisor
Chief Deputies
Administrative Deputies

K:\Letters to Department Heads, word\05.05.09 Notification of Grant Writing Consultant Services.doc

Attachment

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MICHAEL D. ANTONOVICH
Fifth District

April 29, 2009

To: Supervisor Don Knabe, Chairman
Supervisor Gloria Molina
Supervisor Mark Ridley-Thomas
Supervisor Zev Yaroslavsky
Supervisor Michael D. Antonovich

All Department Heads

From: William T Fujioka
Chief Executive Officer

AMERICAN RECOVERY AND REINVESTMENT ACT GRANT-WRITING CONSULTANT SERVICES

The County of Los Angeles is, and will continue to be, aggressively competing for grants to be provided by the Federal and State governments consistent with the American Recovery and Reinvestment Act (ARRA). In order to meet the added workload of applying for competitive grants for which the County may be eligible within the extraordinarily tight timeframes established by the Federal government, we believe the County needs to augment its in-house grant-writing capacity and expertise with short-term consultant resources. A brief survey of County departments conducted by this Office confirms this need.

To meet this urgent need in the most streamlined and expeditious manner possible, we propose to use this Office's delegated contracting authority via the following procedures, applicable solely to the ARRA grant application process which we anticipate should conclude by fall 2009:

- On Attachment I, we have listed various firms which we have identified as having experience and expertise in preparing grant applications for public entities, many relating specifically to Federal and State grants. Other firms can be added to this listing as they are identified.
- County departments without sufficient in-house grant-writing capacity and needing assistance to prepare a specific, ARRA-related, grant application may contact firms on the list, or other firms of which they may be aware, to negotiate a statement of

work and compensation for the grant application-writing services. Grant deadlines permitting, departments should make every attempt to contact more than one eligible firm to solicit proposals to meet their needs.

- Departments should provide prospective contractors the County's standard terms and conditions as reflected in this Office's delegated authority agreement (DAA) template (Attachment II), stressing that, due to tight deadlines, consideration will be given to other contractors on the list if the selected contractor does not accept the standard terms and conditions.
- Upon concluding negotiations with a vendor, departments may request this Office to review the selected firm, statement of work and compensation and, upon approval, prepare and execute the DAA.
- For those departments without sufficient resources to fund such short-term agreements, we propose to provide funding from existing resources in Nondepartmental Special Accounts. At this time, we do not anticipate costs for these short-term grant-writing services to exceed $250,000. However, we will report back to your Board if additional funds are needed.

We recognize that this streamlined process modifies some standard County contracting processes. However, given the urgency of enabling the County to compete for all possible ARRA grant resources in the very tight timeframes set forth, we believe this strictly-limited and short-term process is in the best interests of the County.

We will report to your Board on all agreements executed consistent with this effort as well as the outcomes of all grant applications submitted with the assistance of consultants under these agreements.

Unless otherwise instructed, we will proceed with this process. Please let me know if you have any questions, or your staff may contact Martin Zimmerman at 213.974.1326 or mzimmerman@ceo.lacounty.gov.

WTF:ES
MKZ:ef

Attachments

c: Administrative Deputies
Contract Managers

H:\shared\OPS_SPSP\Chronos 2009\04\2009-04 04-28-09 ARRA Related Grant-Writing Consultant Services.doc

Attachment I

Grant Writing Consultants

Consulting Firm	Areas of Specialization	Contact Person	Contact Information	E-mail
Adams Consulting http://www.moiraadams.com/	Child Care Museums Cultural Arts	Moira Adams	213.247.2782	info@moiraadams.com
Ann Giordano, Grant Writer/Nonprofit Consultant http://grantprofessionals.org/grant-consultants/all-listings.aspx	Emergency Services Public Health Federal Emergency Shelter Grant Healthcare	Ann Giordano	949.922.3242	anngiordano@cox.net
Anne Wilcox Professional Services http://www.anne.wilcox.name/	Education Child Care	Ann Wilcox	720.890.8472	anne@wilcox.name
Carol Maytum Consulting Services, LLC http://www.maytumconsulting.com/mission.html	Alcohol Prevention Harm Reduction Homelessness HIV/AIDS Health	Carol Maytum	926-684-5651	info@maytumconsulting.com
Development Services/granthelper.com http://www.granthelper.com/	General	Marie Beichert	415.686.6239	marie@granthelper.com
Gephart Resource Development http://www.g-r-d.com/	General	Wendi Gephart	775.690.3210	
Mozena & Associates http://www.mozena-associates.com/	Healthcare Education Community Development Public Health Children, Youth, and Families	Julie Mozena	415-4591234	info@mozena-associates.com
Allied Grant Writers http://www.alliedgrantwriters.com/index.php	General		800-825-2314	info@alliedgrantwriters.com
Resource Development Associates http://www.resourcedevelopment.net/index.asp	Children, Youth, and Families Health Community Development Poverty Homelessness Education		925-299-7729	mail@resourcedevelopment.net

Superior Grant Writers http://www.superiorgrantwriters.com/index.htm	Arts Social Services Healthcare Homelessnes Community Development	Harry M. Jacobs	562-902-2539	
LA Grant Prose - http://www.lagrantprose.com/index.html	Community Development Economic Development Social Services Housing Education Workforce Development	John F. Cragin	877-649-5747	
HP Grant Writing Services for Local Government:	Public Safety Social Services Transportation	Dr. Carol Hardbarger or Jenny Lim	540-862-9354 323-552-8116	CAHardbarger@aol.com jenny.lim@hp.com
Patricia Donahue	Recommended by EO/BOS	Call Mark Delgado for information.		

DELEGATED AUTHORITY AGREEMENT

COUNTY OF LOS ANGELES

DELEGATED AUTHORITY AGREEMENT FOR

_____

BETWEEN

THE COUNTY OF LOS ANGELES
AND

_____

DELEGATED AUTHORITY AGREEMENT NUMBER: _____

DELEGATED AUTHORITY AGREEMENT FOR

DELEGATED AUTHORITY NUMBER: _____

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DELEGATED AUTHORITY AGREEMENT FOR

This AGREEMENT is entered into this _____ day of _____ 200__, by and between the County of Los Angeles (hereafter "COUNTY") and _____ (hereinafter referred to as "CONSULTANT" or "CONTRACTOR"), to provide COUNTY with consulting services.

WHEREAS, CONSULTANT desires to provide, and COUNTY desires to acquire from CONSULTANT, services as a consultant.

WHEREAS, CONSULTANT is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services CONSULTANT shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONSULTANT's profession acting under similar circumstances.

WHEREAS, the Board of Supervisors has authorized the Chief Executive Officer, pursuant to Government Code Sections 23005 and 31000, to enter into contracts for such specialized consultant services.

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

I. APPLICABLE DOCUMENTS

A. Attachments A, B, C and D, as set forth below are attached hereto and incorporated by reference, and form a part of this Agreement.

Attachment A ***Projected Costs and Service Fees***

Attachment B ***Consultant Employee Acknowledgment and Confidentiality Agreement***

Attachment C ***Invitation for Bids/Request for Proposals Grounds for Rejection***

Attachment D ***Safely Surrendered Baby Law Fact Sheet***

B. This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

A. The term of this Agreement shall commence one day following approval of this Agreement by COUNTY and shall expire on [*enter a **specific** date*], subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONSULTANT, substandard performance of CONSULTANT, non-responsibility of CONSULTANT, improper consideration given/offered to

COUNTY with respect to the award of this Agreement, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.

B. This Agreement may be extended by mutual agreement of the COUNTY and the CONSULTANT by amending the Agreement to reflect such extension.

III. INTERPRETATION

This Agreement shall be interpreted in accordance with the laws of the State of California.

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:

A. **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles.

B. **Consultant**: The sole proprietor, partnership, or corporation which has entered into a contract with COUNTY to perform or execute the work covered by these specifications.

C. **County Contract Manager**: The COUNTY person who will monitor and evaluate CONSULTANT's performance in the daily operation of the Agreement and provide direction to CONSULTANT in the areas relating to policy, procedures and other matters within the purview of this Agreement. The County Contract Manager for this Agreement shall be _____, or his/her designee. All work performed under this Agreement shall be subject to the approval of the County Contract Manager or designee.

D. **Fiscal Year**: COUNTY's Fiscal Year which commences on July 1 and ends the following June 30.

IV. MAXIMUM AMOUNT AND CONSULTANT PAYMENT

A. The Maximum Amount of this Agreement shall be $_____ for the term of this Agreement as set forth in II.A, above.

B. Payment to CONSULTANT shall be made in arrears at the rates specified in Agreement Attachment A, ***Projected Costs and Service Fees***, provided that CONSULTANT is not in default under any provision of this Agreement and has submitted a complete and accurate statement of payment due with documentation and deliverables attached supporting the statement of payment due. CONSULTANT's fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of CONSULTANT.

C. CONSULTANT shall submit to the County Contract Manager its invoices, with documentation supporting the invoiced amounts, and the required deliverables (see Part V, below, Statement of Work/Deliverables).

D. Upon approval of the required deliverables, the County Contract Manager shall review the invoice and make adjustments for any liquidated damages or other offset authorized by this Agreement, and authorize payment of an accurate invoice as soon as possible after receipt of CONSULTANT's billing. COUNTY will make a reasonable effort to effect payment within thirty (30) days following receipt of an invoice which is accurate as to form and content.

V. STATEMENT OF WORK/DELIVERABLES

[Describe services to be performed and deliverables to be provided, or reference attached statement of work and deliverables.]

VI. FURTHER TERMS AND CONDITIONS

A. AMENDMENTS TO AGREEMENT

Any amendment to this Agreement, including as set forth in Section II,B, shall be at the mutual consent of the COUNTY and the CONSULTANT and shall be executed by the Chief Executive Officer, Auditor-Controller, and Executive Officer of the Board of Supervisors, and approved as to form by County Counsel.

1. For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the County Contract Manager and CONSULTANT's designated Contract Manager.

2. For any change affecting CONSULTANT's project personnel, CONSULTANT shall submit written notification and request to effect the change to the County Contract Manager; the County Contract Manager or designee may accept or reject CONSULTANT's written notification and request.

B. APPROVAL OF WORK

All tasks, "work products" (deliverables), services or other work performed by CONSULTANT are subject to the written approval of the COUNTY Contract Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by COUNTY.

C. ASSIGNMENT BY CONSULTANT

1. CONSULTANT shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the

Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which CONSULTANT may have against County.

2. Shareholders, partners, members, or other equity holders of CONSULTANT 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 CONSULTANT to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

3. Any assumption, assignment, delegation, or takeover of any of the duties, CONSULTANT'S responsibilities, obligations, or performance of same by any entity other than the CONSULTANT, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against CONSULTANT as it could pursue in the event of default by CONSULTANT".

D. **ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONSULTANT hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical handicap, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

E. **AUTHORIZATION WARRANTY**

CONSULTANT represents and warrants that the signatory to this Agreement is fully authorized to obligate CONSULTANT hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

F. **COMPLIANCE WITH LAWS**

Consultant agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

CONSULTANT shall indemnify, defend and hold harmless COUNTY from any loss, damage or liability resulting from a violation on the part of CONSULTANT of such laws, rules, regulations and ordinances.

G. **CONFIDENTIALITY**

CONSULTANT shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONSULTANT shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of CONSULTANT must sign and adhere to the attached ***Consultant Employee Acknowledgment and Confidentiality Agreement*** (Agreement Attachment B). The Confidentiality Agreement shall be filed in CONSULTANT's personnel records for the employee and CONSULTANT shall provide a copy to COUNTY upon request.

H. **CONFLICT OF INTEREST**

1. No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, 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 Agreement. 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.

2. CONSULTANT represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited,"* and that execution of the Agreement will not violate those provisions. CONSULTANT must sign and adhere to the ***"Invitation for Bids/Request for Proposals Grounds for Rejection,"*** Agreement Attachment C, hereunder.

3. 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 Agreement. 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 Agreement.

I. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF**

Should CONSULTANT require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONSULTANT 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 Agreement.

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

Should CONSULTANT require additional or replacement personnel after the effective date of this Agreement, CONSULTANT shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONSULTANT's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONSULTANT.

K. **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

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

L. **CONSULTANT PERSONNEL**

CONSULTANT shall provide qualified personnel to perform work and provide "work products" (deliverables) as indicated in the Agreement. CONSULTANT will ensure that its staff possesses the required professional licenses and certificates, if any, required by the State of California.

M. **CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

CONSULTANT acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in

compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONSULTANT's duty under this contract to comply with all applicable provisions of law, CONSULTANT 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 Withholdings Orders or 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).

N. **CONSULTANT RESPONSIBILITY AND DEBARMENT**

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

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

   The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The

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

9. These terms shall also apply to [subcontractors/subconsultants] of County Contractors.

O. **COUNTY LOBBYISTS**

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by CONSULTANT, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by CONSULTANT to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement. CONSULTANT shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONSULTANT warrants that it is not now aware of any facts which do or could create a conflict of interest. If CONSULTANT hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

P. **COUNTY'S QUALITY ASSURANCE PLAN**

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

Q. **COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT**

COUNTY retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

R. **COVENANT AGAINST FEES**

CONSULTANT warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained or employed by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

S. **DISCLOSURE OF INFORMATION**

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

1. CONSULTANT shall develop all publicity material in a professional manner.

2. During the course of performance of this Agreement, CONSULTANT, its employees, agents, and subconsultants shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without COUNTY's prior consent.

3. CONSULTANT shall not possess any interest, title, or right to any COUNTY case data or records. CONSULTANT is prohibited from disclosing any identified or unidentified raw COUNTY data to any other party, or from combining any identified or unidentified raw COUNTY data with that of any other CONSULTANT client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of COUNTY.

T. **EMPLOYMENT ELIGIBILITY VERIFICATION**

1. CONSULTANT warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONSULTANT represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONSULTANT shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

2. CONSULTANT shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONSULTANT by reason of Consultant's failure to comply with the foregoing.

U. **INDEMNIFICATION**

CONSULTANT shall indemnify, defend and hold harmless COUNTY, and 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 CONSULTANT's acts and/or omissions arising from and/or relating to this Agreement.

V. **INDEPENDENT CONSULTANT STATUS**

1. The CONSULTANT shall perform all services hereunder as an independent consultant and is not and shall not be considered as an employee of the COUNTY. The Agreement is by and between the CONSULTANT and the COUNTY and is not intended, and shall not be construed, to create the relationship of employee, agent, partnership, joint venture, or association, between the COUNTY and the CONSULTANT.

2. The CONSULTANT understands and agrees that all persons furnishing services to the CONSULTANT pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of the CONSULTANT and not the COUNTY. The CONSULTANT shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of the CONSULTANT pursuant to this Agreement.

3. CONSULTANT represents and warrants to COUNTY, and COUNTY relies on such representation and warranty, that CONSULTANT has the necessary skills, competency and expertise to fully and completely perform the specialized services called for under this Agreement. COUNTY and CONSULTANT understand and agree that CONSULTANT is responsible for the means and methods of performing these special services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by COUNTY pursuant to this Agreement.

W. **INSURANCE COVERAGE REQUIREMENTS**

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

2. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

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 CONSULTANT is responsible. If CONSULTANT'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 CONSULTANT 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

X. **INSURANCE - GENERAL REQUIREMENTS**

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

1. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **[enter name and address of County Section responsible for overseeing this Agreement]** prior to commencing services under this Agreement. Such certificates or other evidence shall:

   a) Specifically identify this Agreement.

   b) Clearly evidence all coverages required in this Agreement.

   c) Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

   e) Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONSULTANT to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONSULTANT 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.

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 COUNTY.

3. **Failure to Maintain Coverage:** Failure by CONSULTANT to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONSULTANT resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONSULTANT, COUNTY may deduct from sums due to CONSULTANT any premium costs advanced by COUNTY for such insurance.

4. **Notification of Incidents, Claims or Suits:** CONSULTANT shall report to COUNTY:

   a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONSULTANT and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

   b) Any third party claim or lawsuit filed against CONSULTANT arising from or related to services performed by CONSULTANT under this Agreement.

   c) Any injury to a CONSULTANT employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.

   d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONSULTANT under the terms of this Agreement.

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

6. **Insurance Coverage Requirements for Subconsultants:** CONSULTANT shall ensure any and all subconsultants performing

services under this Agreement meet the insurance requirements of this Agreement by either:

a) CONSULTANT providing evidence of insurance covering the activities of subconsultants, or

b) CONSULTANT providing evidence submitted by subconsultants evidencing that subconsultants maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subconsultant insurance coverage at any time.

Y. **JURY SERVICE PROGRAM COMPLIANCE**

1. This Agreement 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.

2. Written Employee Jury Service Policy.

a) Unless CONSULTANT has demonstrated to the County's satisfaction either that CONSULTANT is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONSULTANT qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONSULTANT shall have and adhere to a written policy that provides that its Employees shall receive from the CONSULTANT, 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 CONSULTANT or that the CONSULTANT deduct from the Employee's regular pay the fees received for jury service.

b) For purposes of this Section, "Contractor" or CONSULTANT means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor or consultant and has 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 CONSULTANT. "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) CONSULTANT has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONSULTANT uses any subconsultant to perform services for the COUNTY under the Agreement, the

subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

c) If CONSULTANT is not required to comply with the Jury Service Program when the Agreement commences, CONSULTANT shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONSULTANT shall immediately notify COUNTY if CONSULTANT at any time either comes within the Jury Service Program's definition of "Contractor" or if CONSULTANT no longer qualifies for an exception to the Program. In either event, CONSULTANT shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONSULTANT demonstrate to the COUNTY'S satisfaction that CONSULTANT either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONSULTANT continues to qualify for an exception to the Program.

d) CONSULTANT'S violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONSULTANT from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

Z. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

CONSULTANT shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

AA. LIQUIDATED DAMAGES

1. If, in the judgment of the COUNTY, the CONSULTANT is deemed to be non-compliant with the terms and obligations assumed hereby, the COUNTY, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONSULTANT'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONSULTANT from the COUNTY,

will be forwarded to the CONSULTANT by the COUNTY, or his/her designee, in a written notice describing the reasons for said action.

2. If the COUNTY determines that there are deficiencies in the performance of this Contract that the COUNTY deems are correctable by the CONSULTANT over a certain time span, the COUNTY will provide a written notice to the CONSULTANT to correct the deficiency within specified time frames. Should the CONSULTANT fail to correct deficiencies within said time frame, the COUNTY may:

   (a) Deduct from the CONSULTANT'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

   (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONSULTANT to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, and that the CONSULTANT shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONSULTANT; and/or

   (c) Upon giving five (5) days notice to the CONSULTANT for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONSULTANT from the COUNTY, as determined by the COUNTY.

3. The action noted in Sub-paragraph 2 shall not be construed as a penalty, but as adjustment of payment to the CONSULTANT to recover the COUNTY cost due to the failure of the CONSULTANT to complete or comply with the provisions of this Contract.

4. This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

BB. **MEETINGS**

All meetings between COUNTY and CONSULTANT will be held at mutually agreed upon locations in Los Angeles County.

CC. **NON-DISCRIMINATION IN EMPLOYMENT**

1. CONSULTANT certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. CONSULTANT shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or political affiliation. Such action shall include but is not limited to the following: 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.

3. CONSULTANT shall deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.

4. CONSULTANT shall allow COUNTY's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

5. If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may cancel, terminate, or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONSULTANT has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONSULTANT has violated the anti-discrimination provisions of this Agreement

DD. **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT**

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

EE. **NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

FF. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONSULTANT shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

GG. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Agreement Attachment D (***Safely Surrendered Baby Law Fact Sheet***) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

HH. **NOTICES**

1. Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

   The notices and envelopes containing same to COUNTY shall be addressed to:

   _____
   _____
   _____
   _____, CA 9_____
   (Telephone No.)_____

   The notices and envelopes containing same to CONSULTANT shall be addressed to:

   _____

_____

_____

_____, CA 9_____

(Telephone No.)_____

2. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONSULTANT.

II. **PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPs**

CONSULTANT understands and agrees that neither CONSULTANT nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of CONSULTANT's services rendered pursuant to this Agreement, whether as a prime consultant or subconsultant, or as a consultant to any other prime consultant or subconsultant. Any such involvement by CONSULTANT shall result in the rejection by COUNTY of the bid or proposal by the prime consultant in question.

JJ. **PROPRIETARY RIGHTS**

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

KK. **RECORDS RETENTION AND INSPECTION**

1. Upon receipt of a written request, CONSULTANT shall, at no cost to COUNTY, make available to COUNTY and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of CONSULTANT to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. Such material, including books, records, documents, case files and all pertinent costs, accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after the term of this Agreement, or until such time as all audits are completed, whichever is later. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

2. Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to CONSULTANT's operations under this Agreement shall be returned to COUNTY or to such other location in COUNTY as the County Contract Manager may direct. It is understood that all of the materials described above are the property of COUNTY and not of CONSULTANT.

3. In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by CONSULTANT or otherwise, CONSULTANT shall file a copy of each such audit report with the County Contract Manager within thirty (30) days after CONSULTANT's receipt thereof.

LL. **RECYCLED BOND PAPER**

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

MM. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLICANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph M "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Paragraph OO "TERMINATION FOR DEFAULT OF CONSULTANT" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

NN. **TERMINATION FOR CONVENIENCE OF THE COUNTY**

1. Performance of services under this Agreement may be terminated by COUNTY in whole or in part when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONSULTANT of a ten (10) calendar day prior written Notice of Termination specifying the extent to which the performance work is terminated and the date upon which such termination becomes effective.

2. If, during the term of this Agreement, COUNTY funds appropriated for the purpose of this Agreement are reduced or eliminated, COUNTY may immediately terminate this Agreement upon written notice to CONSULTANT.

3. After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:

   a) Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

   b) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

4. After receipt of the Notice of Termination, CONSULTANT shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONSULTANT to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONSULTANT in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONSULTANT the amount so determined.

5. In the event it is determined by COUNTY that CONSULTANT has been overcompensated, COUNTY shall notify CONSULTANT of the overcompensation, and CONSULTANT must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due COUNTY.

6. Subject to the provisions of the subparagraphs NN.1 and NN.2, above, COUNTY and CONSULTANT shall negotiate an equitable amount to be paid to CONSULTANT by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

7. Upon termination of this Agreement, CONSULTANT shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.

8. Upon termination of this Agreement, CONSULTANT shall comply with the provisions of Paragraph KK, RECORDS RETENTION AND INSPECTION, herein above.

OO. **TERMINATION FOR DEFAULT OF CONSULTANT**

1. COUNTY may, subject to the provisions outlined below, by written notice of default to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:

   a) If CONSULTANT fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof;

   b) If CONSULTANT fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of three (3) calendar days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.

2. In the event COUNTY terminates this Agreement in whole or in part as provided in this Paragraph OO, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated. CONSULTANT shall be liable to COUNTY for any incremental and excess costs for such similar services; or

3. If, after giving Notice of Termination of this Agreement under the provisions of this Paragraph OO, it is determined for any reason that CONSULTANT was not in default under the provisions of this Paragraph or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Paragraph NN, TERMINATION FOR CONVENIENCE OF THE COUNTY, herein above.

4. Upon termination of this agreement, CONSULTANT shall adhere to the termination provisions of Paragraph NN, TERMINATION FOR CONVENIENCE OF THE COUNTY, herein above.

PP. **TERMINATION FOR IMPROPER CONSIDERATION**

1. COUNTY may, by written notice to CONSULTANT, immediately terminate the right of CONSULTANT to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONSULTANT, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to CONSULTANT's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONSULTANT as it could pursue in the event of default by CONSULTANT.

2. CONSULTANT 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.

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

QQ. **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

1. COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.

2. COUNTY shall make a good faith effort to notify CONSULTANT, in writing, of such non-appropriation at the earliest time.

RR. **VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

SS. **WAIVER**

No waiver of a breach of any provision of this Agreement by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

IN WITNESS THEREOF, COUNTY has caused this Agreement to be executed by the Chief Executive Officer. CONSULTANT has caused this Agreement to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By_____ Date_____
WILLIAM T FUJIOKA
Chief Executive Officer

By_____
SACHI A. HAMAI
Executive Officer
Board of Supervisors

By_____
WENDY L. WATANABE
Auditor-Controller

APPROVED AS TO FORM:
BY ACTING COUNTY COUNSEL

ROBERT KALUNIAN

By_____
Deputy County Counsel

By_____ (Consultant Signature)
(Consultant Name/Firm Name)

_____
Taxpayer Identification No.

ATTACHMENT A

PROJECTED COSTS AND SERVICE FEES

(Insert Consultant's Costs and Fees)

CONSULTANT 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 consultant employee acknowledgment and confidentially agreement.

Employer Acknowledgment

I understand that _____ is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose 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 entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

CONSULTANT EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

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 have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

". . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . ."

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

". . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . ."

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ _____ or upon completion of the presently assigned work task, whichever occurs first.

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

Signature _____ Dated _____

Printed Name _____

Position/Title _____

ATTACHMENT C

INVITATION FOR BID/REQUEST FOR PROPOSAL
GROUNDS FOR REJECTION

Los Angeles County Code Chapter 2.180.010, *Certain Contracts Prohibited*, sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal 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:

(a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

(b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;

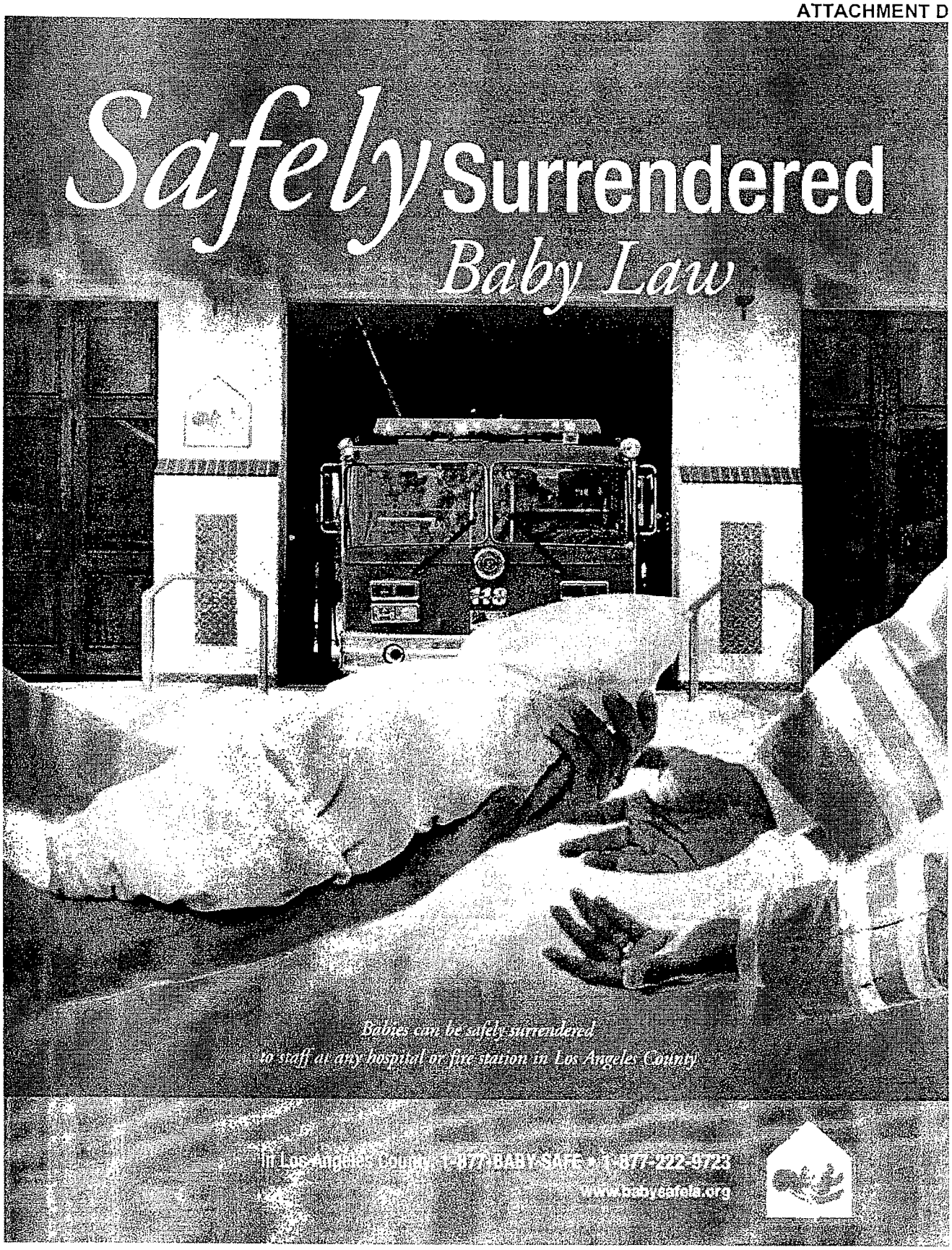
(c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Consultant, or (2) participated in any way in developing the Contract or its service specifications; and

(d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Consultant hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of *Code Section 2.180.010* as outlined above.

_____
Typed Name and Title of Signer

_____ _____
Signature Date


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
In Los Angeles County 1-877-BABY-SAFE • 1-877-222-9723
www.babysafela.org

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Safely Surrendered *Baby Law*

Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County

What is the Safely Surrendered Baby Law?

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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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 business reply 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.

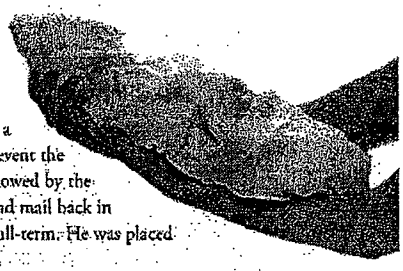
What happens to the parent or surrendering adult?

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.