County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

PATRICIA S. PLOEHN, LCSW
Director

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Fifth District

December 8, 2009

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

Dear Supervisors:

REQUEST APPROVAL OF CONTRACT FOR NEWSPAPER PUBLICATION SERVICES WITH GRACE COMMUNICATIONS, INC. DBA: METROPOLITAN NEWS COMPANY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Requesting approval of a Contract with Grace Communications, Inc. dba: Metropolitan News Company to provide publication of legal notices for the termination of parental rights in English, Spanish and other foreign language newspapers effective January 1, 2010 through December 31, 2010, with four (4) optional one-year periods, for a five-year cost of $325,000. Also requesting delegated authority to extend the Contract for up to six (6) months beyond its fifth year, if necessary, to complete a new solicitation process or the negotiation of a new Contract.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign a Contract (Attachment 1) with Grace Communications, Inc. dba: Metropolitan News Company (Metro News) to provide publication of legal notices for the termination of parental rights in English, Spanish and other foreign language newspapers. The term of the Contract will begin on January 1, 2010, or the date of execution, by your Board, whichever is later, and shall expire on December 31, 2010, or one (1) year from the date of execution by your Board, with options to extend for up to four (4) additional one-year periods through December 31, 2014. The Maximum Annual Contract Sum is $65,000 and will be financed using 36 percent ($23,400) Federal funds, 33 percent ($21,450) State funds, and 31 percent ($20,150) net County cost (NCC). The Maximum Contract Sum for the Contract is $325,000, if all options to extend are exercised, and will be financed using 36 percent ($117,000) Federal funds, 33 percent ($107,250) State funds, and 31 percent ($100,750) NCC. Sufficient funding is included in the Department's Fiscal Year (FY) 2009-10 Adopted Budget.

2. Delegate authority to the Director of DCFS, or her designee, to execute amendments to the Contract to increase or decrease the Maximum Annual Contract Sum by no more than ten percent (10%) of the Maximum Contract Sum, if necessary, to accommodate any unanticipated increase or decrease in units of service, provided: (a) sufficient funding is available; (b) prior County Counsel and CEO approvals are obtained; and (c) the Director of DCFS notifies your Board and the CEO in writing within ten (10) working days of execution of such amendments.

3. Delegate authority to the Director of DCFS, or her designee, to exercise each of the four (4) optional one-year renewals by written notice, after CEO approval, and instruct the Director of DCFS to notify your Board and the CEO within ten (10) workdays of issuing the written notice.

4. Delegate authority to the Director of DCFS, or her designee, to execute an amendment to extend the Contract up to six (6) months beyond December 31, 2014, if necessary, to complete the negotiation or a new solicitation process, provided: (a) applicable State and Federal regulations are observed; (b) prior County Counsel and CEO approval is obtained; and (c) the Director of DCFS notifies your Board and the CEO in writing within ten (10) workdays of executing the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Before a juvenile court can terminate the parental rights and order adoption as a permanent plan for children whose parents' identity and whereabouts are unknown, the law requires that these parents receive legal notice through newspaper publication. These legal notices are required pursuant to Welfare and Institutions Code, Section 294, and are meant to notify parents of court proceedings to terminate their parental rights.

The recommended actions will enable DCFS to continue to provide legal notice of court proceedings to terminate the parental rights of those parents whose identity or whereabouts is unknown. Once parental rights are terminated, children are free to become adopted into safe and permanent homes.

Failure to provide proper legal notice may result in substantial hardship to children, parents, guardians, and others. Lack of notice may cause the court to cancel hearings and to order monetary sanctions against DCFS.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal No. 2 – Children, Family and Adults Well Being. The recommended actions will continue the Department's efforts to improve children's well-being through adoption by providing legal notice of court hearings prior to terminating parental rights.

FISCAL IMPACT/FINANCING

The Maximum Annual Contract Sum is $65,000 and will be financed using 36 percent ($23,400) Federal funds, 33 percent ($21,450) State funds, and 31 percent ($20,150) NCC. The Maximum Contract Sum for the Contract is $325,000, if all options to extend are exercised, and will be financed using 36 percent ($117,000) Federal funds, 33 percent ($107,250) State funds, and 31 percent ($100,750) NCC. Sufficient funding is included in the Department's FY 2009-10 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Contract with Daily Journal Corporation expired on June 30, 2009. On June 9, 2009, your Board approved an extension of the Contract term for up to six (6) months, on an automatic, month-to-month basis, effective July 1, 2009 through December 31, 2009, while a Request for a County Review Panel was addressed and completed.

The term of the proposed Contract will begin on January 1, 2010, and expire on December 31, 2010, with options to extend for up to four (4) additional one-year periods through December 31, 2014. The Contract may also be extended for an additional six (6) months beyond December 31, 2014, at the discretion of the Director of DCFS, upon receipt of County Counsel and CEO approval. The total cost of the Contract is $325,000 for the five-year term.

The Contract expressly provides that the County is not obligated to pay the contractor an amount in excess of their Maximum Annual Contract Sum. The Contract also includes a provision that states that the County has no obligation, whatsoever, to pay for any expenditures by the contractor that exceed the Maximum Contract Sum. Additionally, the County shall not ask the contractor to perform services beyond the Contract amount, scope of work or Contract term.

Metro News is in compliance with all Board and CEO requirements. County Counsel and the CEO have reviewed this Board letter. The Contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

To ensure a cost benefit of a longer contract period at a fixed cost and to minimize a break in service and ensure by law that the parents are notified of court proceedings, DCFS obtained approval from the State for a one-year contract period, with four (4) one-year renewal options.

On January 23, 2009, DCFS released an IFB for Newspaper Publication Services and notified approximately 46 bidders by certified mail, return receipt requested. DCFS

advertised the IFB in five (5) local newspapers, on the County's Web Site and DCFS' website. DCFS received bids from two (2) bidders by the IFB submission deadline date of February 27, 2009. The bids were publicly opened on February 27, 2009, at 6:30 p.m.

On April 7, 2009 a Proposed Contractor Selection Review was received from Daily Journal Corporation. In the transmittal Form to Request a County Review Panel, Daily Journal Corporation asserted 1.) The Metropolitan News Company did not meet BID specifications for a Spanish-language newspaper of general circulation, and 2.) The Metropolitan News Company did not meet BID specifications for a secured web based ad submittal and tracking system.

On May 8, 2009, DCFS responded to Daily Journal Corporation informing the assertions were found to be unsubstantiated. On May 29, 2009 Daily Journal Corporation requested a County Review Panel.

On August 20, 2009, a County Review Panel found Daily Journal Corporation's assertions to be unsubstantiated and that DCFS appropriately followed procedures specified within the IFB in evaluating Daily Journal Corporation's proposal.

DCFS has reviewed the qualifications of the bidder who submitted the lowest bid and has determined that Metro News is in compliance with the appropriate polices and procedures, therefore, is recommended for contract award by your Board.

Metro News has been found to be responsive and responsible, and in compliance with all requirements. The Department has reviewed and assessed the proposed contractor's past performance history and experiences with other County contracts and the Department has no knowledge of any past violations.

The Department has evaluated these services and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

The Department has determined that a Cost-of-Living Adjustment (COLA) provision was not required for the recommended Contract.

IMPACT ON CURRENT SERVICES

Approval of this Contract will enable the County to continue publication of legal notices for the termination of parental rights pursuant to Welfare and Institutions Code, Section 294.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send an adopted copy of the Board Letter to:

1) Department of Children and Family Services
Attention: Kimberly Foster, Senior Contracts Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

2) Office of County Counsel
Attention: Diane Cachenaut
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

3) Grace Communications, Inc. dba: Metropolitan News Company
Attention: Mr. Roger Grace
210 South Spring Street
Los Angeles, CA 90012

Respectfully submitted,

PATRICIA S. PLOEHN, LCSW
Director

PSP:KF
RR:dm

Attachment

c: Chief Executive Office
County Counsel
Executive Officer, Board of Supervisors

NEWSPAPER PUBLICATION SERVICE CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GRACE COMMUNICATIONS, INC. DBA: METROPOLITAN NEWS COMPANY

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

JANUARY 2010

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NEWSPAPER PUBLICATION SERVICE CONTRACT

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NEWSPAPER PUBLICATION SERVICE CONTRACT

Newspaper Publication Service (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 20__, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

Grace Communications, Inc. DBA:
Metropolitan News Company
hereinafter referred to as "CONTRACTOR."

RECITALS

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

WHEREAS, the COUNTY desires to provide funding for newspaper publication services**;** and

WHEREAS, the CONTRACTOR is a private company engaged in providing newspaper publication services; and

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

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, “Changes and Amendments” and signed by both parties.

1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, and A-11, and Exhibit B (Attachments A, B, C-1, C-2, C-3, D, E, F, G, H, I, J and K) are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence in the following order: (1) Contract, (2) Exhibit A, Statement of Work; and (3) Exhibit B, Attachments.

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

A. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the COUNTY.

B. “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

C. “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

D. “COUNTY” – means the County of Los Angeles and includes the Department of Children and Family Services.

E. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.

F. "COUNTY Program Manager" – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

G. "Day" or "Days" – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.

H. "DCFS" – means COUNTY's Department of Children and Family Services.

I. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.

J. "Fiscal Year(s)" - means the 12 month period beginning July 1st and ending the following June 30th.

K. "Maximum Contract Sum" - means the total amount to be paid under this contract.

L. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

M. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 TERM

2.1 The term of this Contract shall commence on January 1, 2010 or the date of execution by the Director of Children and Family Services, whichever is later, and shall expire on December 31, 2010 or one year from the date of execution by the Director of Children and Family Services, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2.2 The COUNTY shall have the sole option to extend the Contract term for up to four (4) additional one-year periods for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the CONTRACTOR, provided that approval of COUNTY's Chief Executive Office (CEO) is obtained prior to any such extension.

2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest

to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

2.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY Program Manager at the address herein provided in Attachment I, COUNTY's Administration.

2.5 The term of this Contract may be extended by the Director of DCFS by written notice or amendment to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond the Contract's expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

3.1 The Maximum Annual Contract Sum for the Contract is Sixty Five Thousand Dollars ($65,000). The Maximum Contract Sum for the five (5) year term of the Contract is Three Hundred Twenty Five Thousand Dollars ($325,000), if all options to extend are exercised.

3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-10, Bid Price Sheet for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.

3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from

CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

3.5 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment I, COUNTY's Administration.

3.6 CONTRACTOR has prepared and submitted to COUNTY a Line Item Budget, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-11, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.

3.7 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract, and shall require all of its Sub-CONTRACTORs to maintain, the following programs of insurance specified in this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

4.1.1 Evidence of Coverage and Notice to COUNTY**:** A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a

copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-CONTRACTOR insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any COUNTY required endorsement forms.

Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions

Evidence of Insurance: Prior to commencing services under this Contract, certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Sub-CONTRACTORs which arises from or relates to this Contract, and

could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

4.1.2 Additional Insured Status and Scope of Coverage**:** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4.1.3 Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, CONTRACTOR's insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

4.1.4 Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach.

4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

4.1.7 Waivers of Subrogation: To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any

loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

4.1.8 Sub-CONTRACTOR Insurance Coverage Requirements: CONTRACTOR shall include all Sub-CONTRACTORs as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Sub-CONTRACTOR's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Sub-CONTRACTOR complies with the Required Insurance provisions herein, and shall require that each Sub-CONTRACTOR name the COUNTY and CONTRACTOR as additional insureds on the Sub-CONTRACTOR's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Sub-CONTRACTOR request for modification of the Required Insurance.

4.1.9 Deductibles and Self-Insured Retentions (SIRs): CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

4.1.10 Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

4.1.11 Application of Excess Liability Coverage: CONTRACTORs may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

4.1.12 Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

4.1.13 Alternative Risk Financing Programs: The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

4.1.14 COUNTY Review and Approval of Insurance Requirements: The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

4.2 Insurance Coverage Requirements:

4.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate: $2 million
Products/Completed Operations Aggregate: $1 million
Personal and Advertising Injury: $1 million
Each Occurrence: $1 million

4.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

4.2.3 Workers' Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

4.2.4 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5.0 INVOICES AND PAYMENTS

5.1 For work performed in accordance with the terms of this Contract and Statement of Work, as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred at rate of compensation specified in Exhibit A-10, Bid Price Sheet and in the format prescribed by the COUNTY. CONTRACTOR shall be paid only for the work performed as specified in the Contract and any amendments thereto.

5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within 30 days of the last day of the previous month but may be received later than 30 days at COUNTY's sole discretion as long as sufficient funds remain available under this Contract.

5.3 Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

5.4 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five (5) percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five (5) percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY Program Manager.

5.5 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, 133. CONTRACTOR is

responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html

5.6 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Division and one copy to the COUNTY Program Manager for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Shiva Naeim, Program Manager
425 Shatto Place, Suite 602
Los Angeles, CA 90020

5.7 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two weeks from receipt of the properly prepared invoices by the COUNTY.

5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

5.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due to CONTRACTOR. Notwithstanding any other provision of this Contract,

CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

5.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.10 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

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

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

6.3 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.

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

6.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while

providing services under this Contract when such information becomes known to CONTRACTOR.

6.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 CONFIDENTIALITY

7.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State or local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C-1, “Contractor Acknowledgement and Confidentiality Agreement.”

7.4 CONTRACTOR shall cause each employee and non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, “Contractor’s Employee Acknowledgment and Confidentiality Agreement” CONTRACTOR shall maintain in its files copies of such executed Agreements.

7.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-3, “Contractor’s Non-Employee Acknowledgment and Confidentiality Agreement.” CONTRACTOR shall maintain in its files copies of such executed Agreements.

7.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

7.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR’s attention, and that includes unauthorized access to CONTRACTOR’s computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR’s

or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

7.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Section 7.0, as determined by COUNTY its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 7.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by the COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by the COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

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

8.0 CONTRACTOR'S STAFF IDENTIFICATION

8.1 CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

9.0 SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Small Business Enterprise.

9.3 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 Small Business Enterprise.

9.4 If CONTRACTOR has obtained COUNTY certification as a Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

9.4.1 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;

9.4.2 In addition to the amount described in Sub-Section 9.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

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

9.5 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.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

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

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

1.2 Approval of CONTRACTOR's Staff

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

2.0 ADMINISTRATION OF CONTRACT – COUNTY

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

2.1 COUNTY's Program Manager

2.1.1 The responsibilities of the COUNTY's Program Manager 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 Program Director on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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

2.2 COUNTY's Contract Program Monitor

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

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

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

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 7.0.

7.2 Except as provided in this Section 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and COUNTY's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 COUNTY's 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 by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

7.4 The DCFS Director may sign an Amendment to this Contract without further action by the COUNTY's Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

7.4.4 Prior County Counsel and CEO approval are obtained.

7.5 The Director of DCFS or designee, may extend the term of this Contract by written notice or amendment to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond the Contract's expiration date, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

8.0 CHILD ABUSE PREVENTION REPORTING

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

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

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California

Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program.

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by 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, the 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 Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance.

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the

CONTRACTOR to cure such default within 90 days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 52.0, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

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

11.0 COMPLAINTS

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

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

11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

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

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

11.5 Copies of all written responses shall be sent to the COUNTY's Program Manager within three business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

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

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

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

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

12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 12.0 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event

CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

14.1 Written Employee Jury Service Policy

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

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with

the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 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 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 Sub-CONTRACTOR to perform services for the COUNTY under this Contract, the Sub-CONTRACTOR shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

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

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

15.0 CONDUCT OF PROGRAM

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

16.0 CONFLICT OF INTEREST

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

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

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

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the

CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

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

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

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

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

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

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

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

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

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

20.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after

debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) 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 the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

20.9 These terms shall also apply to Sub-CONTRACTORS of COUNTY Contractors.

20.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: http://www.dir.ca.gov/dlse/debar.html
- Federal: http://www.epls.gov/epls/search.do?multiName=true

21.0 CONTRACTOR'S WORK

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

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

22.0 COUNTY'S QUALITY ASSURANCE PLAN

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

23.0 EMPLOYEE BENEFITS AND TAXES

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

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

24.0 EMPLOYMENT ELIGIBILITY VERIFICATION

24.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

24.2 CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25.0 EVENTS OF DEFAULT

25.1 Default for Non-Performance

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

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

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

25.2 Default for Insolvency

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

25.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

25.2.2 The filing of a voluntary petition in bankruptcy;

25.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

25.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

25.3 Other Events of Default

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

26.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties,

court costs and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

27.0 FIXED ASSETS

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

28.0 FORMER FOSTER YOUTH CONSIDERATION

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

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

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

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

29.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

30.0 INDEMNIFICATION

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

31.0 INDEPENDENT CONTRACTOR STATUS

31.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

31.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

31.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

32.0 LIQUIDATED DAMAGES

32.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the

Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

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

32.3 The action noted in Sub-section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

32.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the Performance Requirements Summary or Sub-section 34.2,

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

33.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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

34.0 MOST FAVORED PUBLIC ENTITY

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

35.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

35.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

35.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

35.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.

35.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

35.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

35.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

35.8 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.

36.0 NON EXCLUSIVITY

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

37.0 NOTICE OF DELAYS

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

38.0 NOTICE OF DISPUTE

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

39.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

40.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment H, CONTRACTOR's Administration and Attachment I, COUNTY's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

41.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

42.0 PROPRIETARY RIGHTS

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

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

42.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET,” “PROPRIETARY,” or “CONFIDENTIAL.”

42.4 COUNTY will use reasonable means to ensure that CONTRACTOR’s proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records Act request for items described in Sub-Section 44.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 44.4 for:

42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 44.3;

42.5.2 Any materials, data and information covered under Sub-section 44.2; and

42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

42.8 The provisions of Sub-sections 44.5, 44.6, and 44.7 shall survive the expiration or termination of this Contract.

43.0 PUBLIC RECORDS ACT

43.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 47.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

43.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

44.0 PUBLICITY

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

44.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

44.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Program Manager. The COUNTY shall not unreasonably withhold written consent.

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

45.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

45.1 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.

45.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, 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 financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this

contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

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

45.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 47.1 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

45.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

45.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing

standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

46.0 RECYCLED-CONTENT PAPER

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

47.0 SAFELY SURRENDERED BABY LAW

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

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

47.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

48.0 SHRED DOCUMENT

48.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and 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 and papers are to be recycled.

48.2 Documents for record and retention purposes in accordance with Subsection 47.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

49.0 SUBCONTRACTING

49.1 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.

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

49.2.1 A description of the work to be performed by the Sub-CONTRACTOR;

49.2.2 A draft copy of the proposed subcontract; and

49.2.3 Other pertinent information and/or certifications requested by the COUNTY.

49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Sub-CONTRACTOR in the same manner and to the same degree as if such Sub-CONTRACTOR(s) were CONTRACTOR employees.

49.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

49.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Sub-CONTRACTORs of this COUNTY right.

49.6 The COUNTY's Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Sub-CONTRACTOR employees.

49.7 CONTRACTOR shall obtain the following from each Sub-CONTRACTOR before any Sub-CONTRACTOR employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make

available upon request of COUNTY's Program Manager all the following documents:

49.7.1 An executed Exhibit B, Attachment C-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement", executed by each Sub-CONTRACTOR and each of Sub-CONTRACTOR's employees approved to perform work hereunder;

49.7.2 Certificates of Insurance which establish that the Sub-CONTRACTOR maintains all the programs of insurance required by Part I, Insurance Requirements, of this Contract; and

49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

49.8 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.

49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.

49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Sub-CONTRACTORs engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Sub-CONTRACTORs or their officers, employees and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

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

50.1.3 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.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 52.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 52.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy; acts of the COUNTY in either its sovereign or contractual capacity; acts of federal or State governments in their sovereign capacities; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Sub-CONTRACTOR, and if such default arises out of causes beyond the control of both the CONTRACTOR and Sub-CONTRACTOR, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms “Sub-CONTRACTOR” and “Sub-CONTRACTORs” mean Subcontractor(s) at any tier.

50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 52.3, the rights and

obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 52.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 52.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

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

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

51.0 TERMINATION FOR CONVENIENCE

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

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

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

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

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

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to 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 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 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;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

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

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

56.0 USE OF FUNDS

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

57.0 VALIDITY

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

58.0 WAIVER

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

59.0 WARRANTY AGAINST CONTINGENT FEES

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

59.2 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.

60.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY's Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

COUNTY OF LOS ANGELES

By_____
Chair, Los Angeles County

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

Grace Communications, Inc.
DBA Metropolitan News Company
CONTRACTOR

By _____

Name JO-ANN W GRACE

Title PRESIDENT

By _____

Name ROGER M GRACE

Title PRESIDENT

95-3034078
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
ROBERT KALUNIAN, ACTING COUNTY COUNSEL

BY **Signature on File**
Kathy Bramwell, Principal Deputy County Counsel

ATTACHMENT 1

NEWSPAPER PUBLICATION SERVICE CONTRACT

County of Los Angeles
Department of Children and Family Services

NEWSPAPER PUBLICATION SERVICES

STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
NEWSPAPER PUBLICATION SERVICE

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 PREAMBLE

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

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

- Responsiveness
- 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 strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

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

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

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

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

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

Service Environment

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

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

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

2.0 INTRODUCTION

The County of Los Angeles (COUNTY) Department of Children and Family Services (DCFS) is responsible to ensure the safety and welfare of children under its supervision. Before a juvenile court can terminate the parental rights and order adoption as a permanent plan for children whose parents' whereabouts are unknown, the law requires that these parents receive legal notice through newspaper publication. These Legal Notices are required pursuant to Welfare and Institutions Code, Section 294, and are meant to notify parents of court proceedings to terminate their parental rights.

3.0 DEFINITIONS

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

3.1 Citation (DCFS 4379) – Citation is defined as a document that includes the information required under Welfare and Institutions Code, Section 294 to notify and cite absent or unknown parents through newspaper publication to appear at a court hearing when DCFS is recommending termination of parental rights. The information is written on a DCFS form, (DCFS 4379).

3.2 CONTRACTOR's Program Director – CONTRACTOR's Program Director is defined as CONTRACTOR's officer or employee responsible for administering the Contract in accordance with the Statement of Work (SOW).

3.3 Legal Notice – A notice that is required by law in accordance with Welfare and Institutions Code, Section 294 and Government Code section 6000 et. seq. With respect to this Contract, the Citation on DCFS 4379 form contains the text required for published legal notice.

3.4 Performance Requirements Summary – A summary document, Exhibit A-1, which identifies requirements of the Statement of Work set forth in this Contract that will be evaluated by COUNTY to assure that CONTRACTOR meets contract performance standards.

3.5 Proof of Publication - Confirmation that the Legal Notice has been published in each regular and entire issue of the newspaper on the requested dates (Exhibit A-3).

3.6 Publication – Printing of a Legal Notice, regardless of length, to include publication once a week for four (4) consecutive weeks with the final Legal Notice published at least 30 days before the date of the court hearing.

3.7 Quality Assurance – Those actions taken by COUNTY to assure that the requirements of this Contract are performed and delivered in accordance with specified standards of quality and timeliness.

3.8 Quality Control Process – The plan developed by the CONTRACTOR, which defines all necessary measures to be taken by CONTRACTOR to assure that the quality of the service will meet the Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Contract.

3.9 Requestor – A DCFS employee who transmits the citation information/document to CONTRACTOR for publication in a newspaper.

3.10 Web-based System – CONTRACTOR's web site, which will include a password protected page with templates of the DCFS 4379. The system will allow COUNTY to access the web page, enter the specific case information on DCFS 4379 template, and forward this request to CONTRACTOR via the Internet.

4.0 COUNTY's GENERAL RESPONSIBILITIES

4.1 COUNTY will appoint a Program Manager who shall be responsible for monitoring CONTRACTOR's activities and providing technical guidance to ensure CONTRACTOR meets or exceeds program objectives and requirements.

4.2 COUNTY Program Manager (CPM) will provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements, and shall coordinate the delivery of the services of this Contract with the CONTRACTOR'S Project Director (CPD).

4.3 The CPM or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.

4.4 COUNTY will submit to CONTRACTOR a User Complaint Report (UCR), Exhibit A-8, or other written notice, for every instance in which tasks defined in the SOW are not met.

4.5 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in anyway whatsoever beyond that which is specified in this Contract.

4.6 The COUNTY's Program Manager is:

County of Los Angeles
Department of Children and Family Services
Shiva Naeim, Program Manager
425 Shatto Place, Room 602
Los Angeles, CA 90020
(213) 351-5780

5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

5.1 CONTRACTOR shall provide a Project Director to manage all operations in connection with providing the services of this Contract. The CONTRACTOR's Project Director (CPD) is required to maintain ongoing, continuous contact with COUNTY to address any concerns and/or potential problems in the performance of the requirements of this Contract.

5.1.1 CPD and designated alternate must be able to read, write, speak and understand English.

5.1.2 CPD shall work with the CPM to help resolve any potential areas of difficulty before a problem occurs.

5.1.3 CPD or alternate shall be available during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except legal holidays, and shall respond within one (1) hour to all calls and/or reports regarding CONTRACTOR's performance. CPD .

5.1.4 CONTRACTOR shall immediately notify the CPM of any change in CPD.

5.1.5 The name and phone number of the CPD and that of an alternate who is authorized to act on behalf of CONTRACTOR shall be designated in writing under Attachment I, Contractor's Administration. The CPD and delegated alternate are:

CPD:	Vahn Babigian
	210 S. Spring Street
	Los Angeles, CA 90012
	Office: (213) 687-3886 Fax: (213) 687-3886

Alternate	Veronica Lopez
	210 S. Spring Street
	Los Angeles, CA 90012
	Office: (213) 687-3886 Fax: (213) 687-3886

5.2 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY for such work.

5.3 CONTRACTOR shall not represent the COUNTY or DCFS in any meetings or negotiations it schedules or conducts.

6.0 CONTRACTOR'S STAFF

6.1 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract. The CPD or other manager in the employ of the CONTRACTOR shall supervise all of CONTRACTOR's personnel assigned to work on this Contract.

6.2 CONTRACTOR shall provide at least one customer service person to be available during DCFS' normal business hours to receive and process all publication requests, and to assist DCFS staff with all such requests, including those described in Exhibit A-9.

6.3 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.

6.4 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel he/she determines has performed acts, which are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to work under this Contract.

6.5 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this

Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.

7.0 REPORTS AND RECORD KEEPING

7.1 CONTRACTOR shall maintain complete records of all Citations received from DCFS, and all other records related to this Contract, in accordance with Part II, Section 47.0, Record Retention and Inspection/Audit Settlement, of the Sample Contract.

7.2 CONTRACTOR shall provide to the CPM monthly reports (Exhibit A-7) indicating the number of legal notices published each month and year-to-date. CONTRACTOR shall provide the monthly report no later than the 15th of the month following the month being reported.

8.0 SCOPE OF WORK

COUNTY shall submit requests to CONTRACTOR for newspaper publication of Legal Notices to parents, legal guardians, and/or caregivers, whose whereabouts are unknown. The number of requests for newspaper publications varies from month to month and the COUNTY does not guarantee any minimum number of notices. The approximate annual number of publications is indicated in the table below:

ESTIMATED ANNUAL NUMBER OF PUBLICATIONS Below is the estimated annual number of publications for this project based on the history of the last three years.		
	Legal Notices Published in Los Angeles County	Legal Notices Published Outside Los Angeles County
Legal Notices Published in English in an English-Language Newspaper	1400 per year	10 per year
Legal Notices Published in English in a Spanish-Language Newspaper	60 per year	10 per year
Legal Notices Published in English in a Foreign-Language Newspaper	10 per year	10 per year

8.1 Secure Web-based Transmission Requirements

CONTRACTOR shall provide and maintain, at no additional cost to the COUNTY, a secure web-based system that allows immediate transmittal of Citations and confirmation of Citation receipts, as required by the CPM.

8.1.1 CONTRACTOR shall have the ability to receive the text of a Citation (Exhibits A4, A5 or A6) from the Requestor via a secure web-based transmission for newspaper publication.

8.1.2 CONTRACTOR shall create "electronic template" versions of the required Citations for publication in English using the information provided in Exhibits A-4, A-5 and A-6. CONTRACTOR shall coordinate with the CPM the creation and updating of the electronic Citation templates and any other required form so that the appropriate information fields are incorporated.

8.1.3 CONTRACTOR shall provide a web-based data entry page that is password protected. CONTRACTOR shall allow authorized DCFS offices to access the website via password.

8.1.4 CONTRACTOR shall ensure that templates include a text box in which Requestor can enter his/her office address.

8.1.5 CONTRACTOR shall provide in its web-based data entry page a template style data entry screen that allows the Requestor to enter the following publication information in this prescribed order: (1) Child's Name; (2) Court Number; (3) Mother's Name; (4) Alleged/presumed Father's Name; (5) Department Number; (6) Court Date; (7) Execution Date; and (8) Deputy.

8.1.6 CONTRACTOR shall provide in its web-based data entry page the ability for each Requestor to access the CONTRACTOR's web page, complete the order form by entering the account number provided by the CONTRACTOR, the office location and the name of the Children's Social Worker requesting the publication, enter the publication information, in accordance with Section 8.1.5 above, generate a screen print of the initial data entered, revise or edit the data entered, and submit to the CONTRACTOR for processing.

8.1.7 CONTRACTOR shall utilize in its system a separate set of templates for publication of the Citations, as described above in Section 8.1.2, for Lancaster Children's Court (located at 1000 West Avenue J, Lancaster CA 93534) and a separate set of templates for publication of the Citations for the Edelman Children's Court (located at 201 Centre Plaza Drive, Monterey Park, CA 91754).

8.1.7.1 CONTRACTOR shall utilize in its system three templates in English for each Court location, as follows: (1) Notice to the absent mother; (2) Notice to the absent father; and (3) Notice to both absent parents. Please see Exhibits A-4, A-5 and A-6 for sample templates.

8.1.8 CONTRACTOR shall be responsible for maintaining the confidentiality of DCFS client information, in accordance with Part I, Section 7.0, Confidentiality, of the Sample Contract. In order to ensure legal compliance regarding the confidentiality of DCFS client information, CONTRACTOR's secure web-based system shall remain impervious to 'hackers' or any unauthorized parties.

8.1.9 Any secure web-based systems, related programs, software, repairs, and maintenance provided by CONTRACTOR shall be subject to the COUNTY's approval. COUNTY reserves the right to reject such items and require immediate replacement by CONTRACTOR.

8.2 Receipt of Citation

CONTRACTOR shall receive the Citation by way of secure web-based transmission and by Fax transmittal from various DCFS office locations.

8.2.1 The primary method for CONTRACTOR to receive and for COUNTY to transmit a Citation is by secure web-based transmission.

8.2.1.1 CONTRACTOR shall confirm receipt of the secure web-based transmission and provide publication dates to the COUNTY via secure web-based transmission within two (2) hours of receipt of the Citation.

8.2.2 The alternate method CONTRACTOR to receive and for COUNTY to transmit a Citation on an interim basis in the event of data transmission failure shall by way of a Fax.

8.2.2.1 CONTRACTOR shall provide and maintain, at no additional cost to the COUNTY, Fax machine(s) dedicated solely to the services of this Contract, secured in a location at CONTRACTOR's facility(s) in a manner that ensures the confidentiality of DCFS' client information.

8.2.2.2 CONTRACTOR shall provide COUNTY with the Fax number(s) to such a Fax machine(s) that operates on a 24-hour basis.

8.2.2.3 In the event of data transmission failure, CONTRACTOR shall accept publication requests via facsimile on an interim basis.

8.2.2.4 CONTRACTOR shall confirm receipt of the facsimile and provide publication dates to the COUNTY via facsimile or telephone within two (2) hours of receipt of the Citation.

8.3 Typesetting Requirements

8.3.1 CONTRACTOR shall publish legal notices utilizing current newspaper industry standard practices for measuring legal publications to eliminate odd fractions of lines in various size type. Newspapers currently use “column inches,” but in the past, used “legal squares.” However, the COUNTY will accept any method of measurement that will result in fulfilling the requirements of this Contract quickly and at the least cost to the COUNTY.

8.3.2 CONTRACTOR shall ensure that the text of the published Legal Notice appears in the same sequential order as the text in the Citation, (DCFS 4379) Exhibit A-2.

8.4 Publication of Legal Notices

CONTRACTOR shall publish Legal Notices in English in newspapers of general circulation once a week for four (4) consecutive weeks. Time is of the essence and CONTRACTOR shall ensure that Legal Notices are published without delay so that the fourth week of publication is 30 or more days prior to the date of the court hearing referenced in the Citation, in accordance with Section 366.26 and Section 8 of the Welfare and Institutions Code (WIC) and in accordance Government Code Sections 6000 et. seq.

8.4.1 CONTRACTOR shall publish the Legal Notice in English in Los Angeles County in the English-language newspaper of general circulation, in accordance with Table 2 of the Price Bid Sheet (Exhibit A-10).

8.4.2 CONTRACTOR shall publish the Legal Notice in English in Los Angeles County in the Spanish-language newspaper of general circulation, in accordance with Table 3 of the Price Bid Sheet (Exhibit A-10).

8.4.3 When directed by DCFS, CONTRACTOR shall publish the Legal Notice in English in Los Angeles County in a foreign-language newspaper of general circulation designated by DCFS, in accordance

with Table 4 of the Bid Price Sheet (Exhibit A-10).

8.4.4 When directed by DCFS, CONTRACTOR shall publish the Legal Notice in English outside of Los Angeles County in an English-language newspaper of general circulation designated by DCFS, in accordance with Table 5 of the Bid Price Sheet (Exhibit A-10).

8.4.5 When directed by DCFS, CONTRACTOR shall publish the Legal Notice in English outside of Los Angeles County in a Spanish-language newspaper designated by DCFS, in accordance with Table 6 of the Bid Price Sheet (Exhibit A-10).

8.4.6 When directed by DCFS, CONTRACTOR shall publish the Legal Notice in English outside of Los Angeles County in a foreign-language newspaper designated by DCFS, in accordance with Table 7 of the Bid Price Sheet (Exhibit A-10).

8.5 Proof of Publication

8.5.1 CONTRACTOR shall deliver, as proof of publication to the DCFS Office Location of Requestor listed in Exhibit A-9, a copy of the Exhibit A-3, Sample Proof of Publication that was published, which must demonstrate that the Legal Notice was published once a week for four (4) consecutive weeks, and that the fourth notice was published 30 or more days prior to the court date as referenced in Exhibit A-3, Sample Proof of Publication, Section 8.4 above, and in Welfare and Institutions Code 294.

8.5.2 CONTRACTOR shall deliver the proof of publication to DCFS' Requestor, via U.S. Mail, no later than 28 days prior to the court date listed in the request submitted by Requestor.

9.0 QUALITY ASSURANCE PLAN

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

9.1.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and the Exhibit A-1, Performance Requirements Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable;

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

9.2 CONTRACTOR shall demonstrate the effectiveness and efficiency of their quality control process program by including a measurable method of ensuring that all Legal Notices are published weekly for four (4) consecutive weeks, and that all four publication dates are completed at least 30 days before the court date as designated in Exhibit A-2, Sample Citation, (DCFS 4379).

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

10.0 QUALITY ASSURANCE MONITORING

10.1 The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's publication performance under this Contract using the quality assurance procedures specified in this Statement of Work and Exhibit A-1, Performance Requirements Summary. All monitoring will be conducted in accordance with Part II, Section 24.0, County's Quality Assurance Plan, of the Sample Contract. All performance requirement issues will be reported to the CPM.

10.2 If CONTRACTOR's performance requirements are not met, the CPM may communicate the problems to the CPD by one or more of the following methods: 1) telephone; 2) User Complaint Report (UCR), Exhibit A-8, or other written notice; and 3) meeting. CPD shall respond to all telephone calls from DCFS within one (1) hour during normal business hours regarding performance problems.

10.3 Within 48 hours from receipt of a UCR or written notice of CONTRACTOR's non-compliance with the SOW and/or Contract, CPD shall submit to the CPM written Corrective Action Plan, which shall contain an explanation of the problem, and a plan for correcting the problem, which is subject to COUNTY approval. Other remedies may apply in accordance with Exhibit A-1, Performance Requirement Summary.

EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY

	REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHODS	REMEDIES FOR NON-COMPLIANCE
1	CONTRACTOR shall develop, provide, and maintain, at no additional cost to the COUNTY, a secure web-based system that allows immediate transmittal of Citations by Requestors and confirmation of Citation receipts in accordance with Section 8.1 of the SOW.	100% Compliance	Monitoring methods shall include, but shall not be limited to, the following: Contract performance monitoring by CPM; User Complaint Reports (UCRs) and feedback submitted by DCFS Requestors reporting service discrepancies and/or failure to publish citations as specified; and CONTRACTOR non-compliance Inspection.	Any publications with errors, duplications, failure to publish for the required four (4) consecutive weeks, or failure to publish the final notice of the required four (4) notices 30 or more days prior to the date of the court hearing referenced in the Citation (WIC 366.26 Hearing) will not be paid. Any noted or repeated concerns, recurring errors, delivery obstacles that impact CONTRACTOR's ability to receive requests from DCFS offices or publish the ads in newspapers – the CPM will request a corrective action plan to be submitted within 48 hours. If CONTRACTOR receives a written notice of CONTRACTOR's non-compliance with the SOW and/or Contract, CONTRACTOR shall submit to the COUNTY, within 48 hours from receipt of such written notice, a written
2	CONTRACTOR shall receive the Citation by way of a secure web-based transmission system and by Fax transmittals from various DCFS office locations in accordance with Section 8.2 of the SOW	100% Compliance		
3	CONTRACTOR shall confirm receipt of the secure web-based transmissions and provide publication dates to the COUNTY via secure web-based transmission within two (2) hours of receipt of the Citation in accordance with Section 8.2.1.1 of the SOW.	100% Compliance		
4	CONTRACTOR shall provide and maintain, at no additional cost to the COUNTY, Fax machine(s) dedicated solely to the services of this Contract that operates on a 24-hour basis in accordance with Section 8.2.2 of the SOW.	100% Compliance		
5	CONTRACTOR shall confirm receipt of the facsimile and provide publication dates to the COUNTY via facsimile or telephone within two (2) hours of receipt of the Citation in accordance with Section 8.2.2.4 of the SOW.	100% Compliance		
6	CONTRACTOR shall publish legal notices in accordance with the typesetting requirements in Section 8.3 of the SOW.	100% Compliance		
7	CONTRACTOR shall ensure that the text of the published Legal Notice appears in the same sequential order as the text in the Citation, (DCFS 4379) Exhibit A-2 in accordance with Section 8.3.2 of the SOW.	100% Compliance		
8	CONTRACTOR shall publish the Legal Notice in English in a English language newspaper in accordance with Section 8.4.1 and when directed by DCFS in Section 8.4.2 of the SOW.	100% Compliance		

	REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHODS	REMEDIES FOR NON-COMPLIANCE
9	CONTRACTOR shall publish the Legal Notice in English in a Spanish language newspaper when directed by DCFS in accordance with Section 8.4.3 and Section 8.4.4 of the SOW.	100% Compliance		Corrective Action Plan, which shall contain an explanation of the problem, and a plan for correcting the problem, which is subject to COUNTY approval. In addition, the COUNTY may impose a single deduction from CONTRACTOR's invoice in the amount of **$200.00** when the following occurs: 1) For each written notice over two in a six month period indicating CONTRACTOR's non-compliance with the SOW; or 2) The written Corrective Action Plan submitted by CONTRACTOR for any such notice does not meet with the COUNTY's approval; or 3) CONTRACTOR fails to provide a written Corrective Action Plan, as required, for any such notice.
10	CONTRACTOR shall publish the Legal Notice in English in a foreign language newspaper other than Spanish when directed by DCFS in accordance with Section 8.4.5 and Section 8.4.6 of the SOW.	100% Compliance		
11	CONTRACTOR shall deliver proof of publication to the DCFS Office Location of Requestor in accordance with Section 8.5 of the SOW,	100% Compliance		
12	CONTRACTOR shall establish and maintain a Quality Control Plan in accordance with Section 9.0 of the SOW.	100% Compliance		

*CPM notifies and submits to CONTRACTOR a User Complaint Report (UCR) for each separate incident of non-compliance.

EXHIBIT A-2

Space Below for Use of Court Clerk Only

Los Angeles County Counsel's Office
Edmund D. Edelman Children's Court
201 Centre Plaza Drive, Suite 1
Monterey Park , California 91754-2143

Attorney Los Angeles County
Department of Children and Family Services

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
JUVENILE COURT

In the matter of:	Court _____ **CITATION (WIC 366.26 HEARING)**

To _____ (mother), whereabouts unknown and to _____ (alleged/presumed father), whereabouts unknown, and to all persons claiming to be father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department _____ of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, California 91754, on _____ at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order that the above-named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interests require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of the evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.
NOTICE TO PERSON SERVED
You are served as an individual citee.
The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and Institutions Code Section 294, Code of Civil Procedure Sections 413.10 through 415.40 and Government Code Section 6064. Persons having custody or control of a child, or with whom said child resides, are required to appear with the child, and others cited may appear. A published citation requires appearance of all persons cited (WIC 366.23(4)).

Date: _____ **JOHN A. CLARKE, Executive officer**
Clerk of the Superior Court

By _____
Deputy

(When Required) RECORDING REQUESTED BY AND MAIL TO:	This space for filing stamp only

DEPT. OF CHILDREN'S SERVICES

DC# 422398

PROOF OF PUBLICATION

(2015.5.C.C.P.)

State of California
County of Los Angeles

Notice Type:

Ad Description:

I am a citizen of the United States and a resident of the County of Los Angeles: I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the _____ a daily newspaper published in the English language in the City of Los Angeles, and adjudged a newspaper of general circulation as defined by the laws of the State of CA by the Superior Court of the County of Los Angeles, State of CA, under the date of June 17, 1952, Case No. 559.760. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

07/26/02, 08/02/02, 08/09/02, 08/16/02

Executed on: 8/16/02
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

CITATION
(WIC 366.26 HEARING)
Court No.
Superior Court of California
County of Los Angeles
JUVENILE COURT

In the matter of
To
(alleged/presumed father) whereabouts unknown, and to all persons claiming to be the father or mother of said minor(s) above named.
By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department 426 of the above entitled Court located at 1000 West Avenue Lancaster, CA 93534 on October 7, 20002 at 8:30 a.m. of that day and there to show the cause if you have any why the court should not order that the above named minor be placed in long-term foster care made wards guardian or freed from the control of his/her parents and referred for adoptive placement.
For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence. You are hereby notified that the minor(s), their parents, guardians, and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interests require representation of counsel, counsel separate from the parent's counsel will be appointment for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare. The court will review court reports and other evidence presented of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.
NOTICE TO PERSONS SERVED
You are served as an individual case. The time when a citation is deemed served on a party may vary depending on the method of service. The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and institutions Code Section 294, Code of Civil Procedure Sections 413.10 through 415.40, and Government Code Section 6064. Persons having custody or control of a child or with whom said child resides, are required to appear with the child and others cited may appear. A published citation required appearance of all persons cited (WIC 294)
Dated July 23, 2002.
JOHN A. CLARKE, EXECUTIVE OFFICER,
Clerk of the Superior Court
By Bosedo Ojo, Deputy
Los Angeles County Counsel's Office
Edmund D. Edelman Children's Court
201 Centre Plaza Drive, Suite 1
Monterey Park, CA 91754-2143
Attorney(s) for Los Angeles County
Department of Children and Family Services
07/26/02, 08/02/02, 08/09/02, 08/16/02

EXHIBIT A-4

Customer Information

Customer Name	:	DEPT. OF CHILDREN'S SERVICES	Master Id	:	
Address	:	3075 WILSHIRE BLVD. 3RD FLR	Phone	:	2133515670
City	:	LOS ANGELES	Fax	:	
State – Zip	:	CA - 90010			

Product Information

Legal GOVERNMENT – CITATION (COUNTY)

Order Information

Attention Name	:		Billing Reference No.	:	
Ad Description	:		Sale/Hrg/Bid Date	:	
Special Instructions	:				

Order No.	Newspaper Name	Publishing Dates

Ad

CITATION

(WIC 366.26 HEARING)

Court No.

Superior Court of California

County of Los Angeles

JUVENILE COURT

In the matter of:

To (**mother**), whereabouts unknown and to all persons claiming to be the father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, California 91754, on at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order that the above named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interest require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSON SERVED

You are served as an individual cite.

The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and Institutions Code Section 294, Code of Civil Procedure Sections 413.10 through 415.40 and Government Code Section 6064. Persons having custody or control of a child, or with whom said child resides, are required to appear with the child, and others cited may appear. A published citation requires appearance of all persons cited (WIC 294 (4)).

Date:

JOHN A. CLARKE, Executive Officer, Clerk of the Superior Court

By , Deputy

Los Angeles County Counsel's Office, Edmund D. Edelman Children Court, 201

Centre Plaza Drive, Suite 1, Monterey Park, CA 91754-2143, Attorney(s) for Los Angeles County Department of Children and Family Services

EXHIBIT A-5

Customer Information

Customer Name	:	DEPT. OF CHILDREN'S SERVICES	Master Id	:	
Address	:	3075 WILSHIRE BLVD. 3RD FLR	Phone	:	2133515670
City	:	LOS ANGELES	Fax	:	
State – Zip	:	CA - 90010			

Product Information

Legal GOVERNMENT – CITATION (COUNTY)

Order Information

Attention Name	:		Billing Reference No.	:	
Ad Description	:		Sale/Hrg/Bid Date	:	
Special Instructions	:				

Order No.	Newspaper Name	Publishing Dates

Ad

CITATION

(WIC 366.26 HEARING)

Court No.

Superior Court of California

County of Los Angeles

JUVENILE COURT

In the matter of:

To (alleged/presumed **father**), whereabouts unknown and to all persons claiming to be the father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, California 91754, on at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order that the above named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interest require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSON SERVED

You are served as an individual cite.

The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and Institutions Code Section 294, Code of Civil Procedure Sections 413.10 through 415.40 and Government Code Section 6064. Persons having custody or control of a child, or with whom said child resides, are required to appear with the child, and others cited may appear. A published citation requires appearance of all persons cited (WIC 294 (4)).

Date:

JOHN A. CLARKE, Executive Officer, Clerk of the Superior Court

By , Deputy

Los Angeles County Counsel's Office, Edmund D. Edelman Children Court, 201

Centre Plaza Drive, Suite 1, Monterey Park, CA 91754-2143, Attorney(s) for Los Angeles County Department of Children and Family Services

EXHIBIT A-6

Customer Information

Customer Name	:	DEPT. OF CHILDREN'S SERVICES	Master Id	:	
Address	:	3075 WILSHIRE BLVD. 3RD FLR	Phone	:	2133515670
City	:	LOS ANGELES	Fax	:	
State – Zip	:	CA - 90010			

Product Information

Legal GOVERNMENT – CITATION (COUNTY)

Order Information

Attention Name	:		Billing Reference No.	:	
Ad Description	:		Sale/Hrg/Bid Date	:	
Special Instructions	:				

Order No.	Newspaper Name	Publishing Dates

Ad

CITATION

(WIC 366.26 HEARING)

Court No.

Superior Court of California

County of Los Angeles

JUVENILE COURT

In the matter of:

To (**mother**), whereabouts unknown and to (alleged/presumed **father**), whereabouts unknown, and to all persons claiming to be the father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, California 91754, on at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order that the above named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interest require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSON SERVED

You are served as an individual cite.

The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and Institutions Code Section 294, Code of Civil Procedure Sections 413.10 through 415.40 and Government Code Section 6064. Persons having custody or control of a child, or with whom said child resides, are required to appear with the child, and others cited may appear. A published citation requires appearance of all persons cited (WIC 294 (4)).

Date:

JOHN A. CLARKE, Executive Officer, Clerk of the Superior Court

By , Deputy

Los Angeles County Counsel's Office, Edmund D. Edelman Children Court, 201

Centre Plaza Drive, Suite 1, Monterey Park, CA 91754-2143, Attorney(s) for Los Angeles County Department of Children and Family Services

EXHIBIT A-7

NEWSPAPER PUBLICATION SERVICE
MONTHLY SERVICE REPORT

Month and Year of Report: _____

CONTRACTOR'S NAME:	
REPORT PREPARED BY:	DATE REPORT COMPLETED:
TITLE:	
PHONE:	FAX:

NUMBER OF LEGAL NOTICES PUBLISHED		
	This Month	**Year-To-Date**
1) In an English-Language Newspaper in Los Angeles County		
2) In a Spanish-Language Newspaper in Los Angeles County		
3) In a Foreign-Language Newspaper in Los Angeles County*		
4) In an English-Language Newspaper outside Los Angeles County*		
5) In a Spanish-Language Newspaper outside Los Angeles County*		
6) In a Foreign-Language Newspaper outside Los Angeles County*		
TOTAL NUMBER OF COMPLETED PUBLICATIONS: For the month and contract year-to-date respectively)		

* Contractor shall indicate on a separate sheet the names of all newspapers utilized for items 3, 4, 5 and 6 of this report.

I (WE), THE UNDERSIGNED, CERTIFY THAT TO THE BEST OF MY (OUR) KNOWLEDGE THE INFORMATION PRESENTED IN THIS REPORT IS TRUE AND ACCURATE.	
SIGNATURE	DATE
SIGNATURE	DATE

EXHIBIT A-8

USER COMPLAINT REPORT
NEWSPAPER PUBLICATION SERVICE

This form is to be used by DCFS users of Newspaper Publication Service to report service discrepancies and/or failure to publish citations as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

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

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

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

☐ Contractor making staff changes without notification to the County.

☐ Illegal or inappropriate behavior by Contractor's staff.

☐ Contractor not submitting reports or maintaining records as required.

☐ Contractor unable to receive Service Requests as required.

☐ Legal notices not being published as specified in the Contract.

☐ Contractor not submitting "Proof of Publication" as specified in the Contract.

☐ Contractor not maintaining web-based system or alternate Fax service as specified in the Contract.

☐ Contractor not complying with the quality assurance requirements as specified in the Contract.

☐ Other (describe): _____

_____

_____

To report an urgent/serious problem, call Shiva Naeim at: (213) 351-5780

Send UCR to Shiva Naeim, Program Manager, 425 Shatto Place, Room 602, Los Angeles, CA 90020 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

Newspaper Publication Services Attachments

EXHIBIT A-9

County of Los Angeles – Department of Children and Family Services

DCFS OFFICE LOCATIONS FOR LEGAL PUBLICATIONS

(As of May 2008)

SPA 1

LANCASTER
1150 West Avenue J
Lancaster, CA 93535
Contact: Tanika Dodd - (661) 951-4149
User name: **CHILD_SERV_R8_2**
Master ID: 54014
Customer Number: 121813

PALMDALE
39959 Sierra Highway, A150
Palmdale, CA 93550
Contact: Barbara Celestine - (661) 223-5422
User name: **CHILD_SERV_R8_3**
Master ID: 1378
Customer Number: 121814

SPA 2

SAN FERNANDO VALLEY OFFICE and WEST SAN FERNANDO VALLEY OFFICE

20151 Nordhoff Street
Chatsworth, CA 91311
Contact: DeAna Rabago - (818)717-4654
User name: **CHILD_SERV_R5_1**
Master ID: 61378
Customer Number: 121806

SANTA CLARITA
28490 Avenue Stanford, Suite 100
Santa Clarita, CA 91355
Contact: Nichole Diliza - (661) 702-6423
User name: **CHILD_SERV_R8_1**
Master ID: 61378
Customer Number: 121812

SPA 3

GLENDORA
725 S. Grand Avenue
Glendora, CA 91740
Contact: Barbara Luft - (626) 691-1203
User name: **CHILD_SERV_R1_1**
Master ID: 61378
Customer Number: 121795

POMONA
100 West Second Street
Pomona, CA 91768
Contact: Don Tobias - (909) 868-4369
Username: **CHILD_SERV_R1_2**
Master ID: 61378
Customer Number: 121797

PASADENA
532 East Colorado Blvd., 3rd Floor
Pasadena, CA 91101
Contact: Jaclyn Troung - (626) 229-3792
Sung Lee - (626) 229-3482
User name: **CHILD_SERV_R5_2**
Master ID: 61378
Customer Number: 121807

EL MONTE
4024 Durfee Avenue
El Monte, CA 91732
Contact: Barbara Luft - (626) 691-1203
User name: **CHILD_SERV_R1_1**
Master ID: 61378
Customer Number: 121795

SPA 4

METRO NORTH
3075 Wilshire Blvd., 7th Floor
Los Angeles, CA 90010
Contact: Marie Kayayan - (213) 639-4601
User name: **CHILD_SERV_R3_2**
Master ID: 61378
Customer Number: 21804

SPA 5

WEST LOS ANGELES
11390 West Olympic Blvd. 3rd Floor
Los Angeles, CA 90064
Contact: Linda Mitchell - (310) 312-7188
Terry Craig - (310) 312-5243
Dora Arrosco - (310) 312-7940
Beverly Thomas - (310) 445-8480
Brian Aaron - (310) 312-7965
User name: **CHILD_SERV_R6_1**
Master ID: 61378
Customer Number: 121808

SPA 6

WATER RIDGE / GOLDLEAF

5110 Goldleaf Circle
Los Angeles, CA 90056
Contact: Marva Oliver - (323) 290-8405
Back-up: Ruby Kennedy - (323) 290-8460
User Name: **CHILD_SERV_R2_2**
Master ID: 61378
Customer Name: 121802

VERMONT CORRIDOR

8300 South Vermont Avenue, 4th Floor
Los Angeles, CA 90044
Contact: Constence Lewis - (323) 965-6075
User name: **CHILD_SERV_R6_3**
Master ID: 54011
Customer Number: 121810

COMPTON

921 East Compton Blvd., 2nd Floor
Compton, CA 90221
Contact: Belinda Dunn - (310) 668–6647
Mary Frances - (310) 668-6633
Username: **CHILD_SERV_R8_6**
Master ID: 61378
Customer Number: 129643

SPA 7

BELVEDERE

5835 Eastern Avenue
Commerce, CA 90040
Contact: Lupe Navarez - (323) 725-4632
User Name: **CHILD_SERV_R3_1**
Master ID: 61378
Customer Number: 121803

SANTA FE SPRINGS

10355 Slusher Drive
Santa Fe Spring, CA 90670
Contact: Loo Ming Yan - (562) 903-52**7**4
User Name: **CHILD_SERV_R4_1**
Master ID: 61378

SPA 8

TORRANCE
2325 Crenshaw Blvd.
Torrance, CA 90501
Contact: Bonnie Blackman - (310) 972-3235
Back-up: Cheryl Gray - (310) 972-3217
User Name: **CHILD_SERV_R2_1**
Master ID: 61378
Customer Number: 121830

LAKEWOOD
4060 Watson Plaza Drive
Lakewood, CA 90714
Contact: Gloria Baber - (562) 497-3792 English Publications
Contact: Gwendolyn Gentry - (562) 497-3792 Spanish Publications
User Name: **CHILD_SERV_R7_1**
Master ID: 61378
Customer Name: 121811

ADOPTIONS

ADOPTIONS
3075 Wilshire Blvd, 2nd Floor
Los Angeles, CA 90010
Contact: Belaynesh Alemu - 213-639-4035
Back up-Karen Streisand - 213-351-0168
User name: **CHILDREN_SERV_R8**
Password: **CHI24854**
Master ID: 61378
Customer Number: 121815

MEDICAL DIRECTOR/SPECIALIZED PROGRAMS

MEDICAL PLACEMENT UNIT EAST
1373 East Center Court Drive
Covina, CA 91724
Contact: Vivian Maciel - (626) 938-1735
User name: **CHILD_SERV_R8_4**
Master ID: 61378
Customer Number: 121816

MEDICAL PLACEMENT UNIT WEST
3075 Wilshire Blvd., 2nd Floor
Los Angeles, CA 90010
Contact: Marie Kayayan - (213) 639-4601
User name: **CHILD_SERV_R8_5**
Master ID: 61378
Customer Number: 127842

Exhibit A-10

BID PRICE SHEET

NEWSPAPER PUBLICATION SERVICES (CMS 08-050)
BID PRICE SHEET

Grace Communications, Inc., DBA Metropolitan News Company (Bidder's Name) hereby offers to perform the services under all of the terms and conditions set forth in the Invitation for Bids (IFB) identified above at the prices and rates indicated on this Bid Price Sheet.

Prices quoted by Bidder shall include all labor, materials, services, supplies and applicable taxes, and all other applicable charges and costs associated with the Newspaper Publication Services and necessary for the performance of all tasks and performance outcomes specified in this IFB. Prices shall be fixed and guaranteed for the Contract term, beginning on the date of commencement of services.

ALL NOTICES SHALL BE PUBLISHED IN ENGLISH IN ACCORDANCE WITH SECTION 8 OF THE WELFARE AND INSTITUTIONS CODE (WIC).

One (1) "completed publication" equals the publication of the legal notice one (1) time per week for four (4) consecutive weeks, as specified in Part H, Statement of Work.

TABLE 1: ESTIMATED ANNUAL NUMBER OF PUBLICATIONS

Below is the estimated annual number of publications for this project based on the history of the last three years.

	Legal Notices Published in Los Angeles County	Legal Notices Published Outside Los Angeles County
Legal Notices Published in English in an English-Language Newspaper	1400 per year	10 per year
Legal Notices Published in English in a Spanish-Language Newspaper	60 per year	10 per year
Legal Notices Published in English in a Foreign-Language Newspaper	10 per year	10 per year

TABLE 2 - LEGAL NOTICES PUBLISHED IN ENGLISH IN AN ENGLISH-LANGUAGE NEWSPAPER OF GENERAL CIRCULATION IN LOS ANGELES COUNTY:

Bidder must identify below the English-language newspaper of general circulation in Los Angeles County with whom the Bidder intends to publish such notices, and must indicate the Bidder's fixed price per competed publication.

INDICATE THE **ENGLISH-LANGUAGE** NEWSPAPER OF GENERAL CIRCULATION IN LOS ANGELES COUNTY IN WHICH YOU INTEND TO PUBLISH THE NOTICES:	INDICATE YOUR **FIXED PRICE** PER COMPLETED PUBLICATION OF A LEGAL NOTICE IN THE **ENGLISH LANGUAGE NEWSPAPER** OF GENERAL CIRCULATION IN LOS ANGELES COUNTY:
Los Angeles Bulletin	$ 25.00

TABLE 3 - LEGAL NOTICES PUBLISHED IN ENGLISH IN A SPANISH-LANGUAGE NEWSPAPER OF GENERAL CIRCULATION IN LOS ANGELES COUNTY:

Bidder must identify below the Spanish-language newspaper of general circulation in Los Angeles County with whom the Bidder intends to publish such notices, and must indicate the Bidder's fixed price per competed publication.

INDICATE THE **SPANISH-LANGUAGE** NEWSPAPER OF GENERAL CIRCULATION IN LOS ANGELES COUNTY IN WHICH YOU INTEND TO PUBLISH THE NOTICES:	INDICATE YOUR **FIXED PRICE** PER COMPLETED PUBLICATION OF A LEGAL NOTICE IN THE **SPANISH-LANGUAGE NEWSPAPER** OF GENERAL CIRCULATION IN LOS ANGELES COUNTY:
Nuestra Comunidad	$ 500.00

TABLE 4 - LEGAL NOTICES PUBLISHED IN ENGLISH IN A FOREIGN LANGUAGE NEWSPAPER OF GENE RAL CIRCUL ATION, OTHER THAN SPANIS H, IN LOS ANGELE S COUNTY
THE PRICE PER COMPLETED PUBLICATION OF A LEGAL NOTICE IN A FOREIGN LANGUAGE NEWSPAPER OF GENERAL CIRCULATION IN LOS ANGELES COUNTY SHALL BE THE ACTUAL COST OF PUBLICATION PLUS A FIXED PERCENTAGE MARK-UP OF **15 PERCENT**.

TABLE 5 - LEGAL NOTICES PUBLISHED IN ENGLISH IN AN ENGLISH-LANGUAGE NEWSPAPER OF GENERAL CIRCULATION OUTSIDE LOS ANGELES COUNTY
THE PRICE PER COMPLETED PUBLICATION OF A LEGAL NOTICE IN AN ENGLISH-LANGUAGE NEWSPAPER OF GENERAL CIRCULATION OUTSIDE OF LOS ANGELES COUNTY SHALL BE THE ACTUAL COST OF PUBLICATION PLUS A FIXED PERCENTAGE MARK-UP OF **15 PERCENT**.

TABLE 6 - LEGAL NOTICES PUBLISHED IN ENGLISH IN A SPANISH-LANGUAGE NEWSPAPER OF GENERAL CIRCULATION OUTSIDE LOS ANGELES COUNTY
THE PRICE PER COMPLETED PUBLICATION OF A LEGAL NOTICE IN A SPANISH LANGUAGE NEWSPAPER OF GENERAL CIRCULATION OUTSIDE OF LOS ANGELES COUNTY SHALL BE THE ACTUAL COST OF PUBLICATION PLUS A FIXED PERCENTAGE MARK-UP OF **15 PERCENT**.

TABLE 7 - LEGAL NOTICES PUBLISHED IN ENGLISH IN A FOREIGN-LANGUAGE NEWSPAPER, OTHER THAN SPANISH, OUTSIDE LOS ANGELES COUNTY
THE PRICE PER COMPLETED PUBLICATION OF A LEGAL NOTICE IN A FOREIGN-LANGUAGE NEWSPAPER OF GENERAL CIRCULATION OUTSIDE OF LOS ANGELES COUNTY SHALL BE THE ACTUAL COST OF PUBLICATION PLUS A FIXED PERCENTAGE MARK-UP OF **15 PERCENT**.

Jo-Ann W. Grace, Bidder's authorized agent, hereby certifies that Bidder agrees upon contract award to perform the services under all of the terms and conditions set forth in the Invitation for Bids (IFB) at the fixed prices stated herein for the term of any resulting contract(s).

Signature: _____ Date: 2/27/2009

Title of Authorized Personnel: Vice-President

Exhibit A-11

LINE ITEM BUDGET

A copy of the Line Item Budget is on file with DCFS.

County of Los Angeles
Department of Children and Family Services

EXHIBIT B: ATTACHMENTS

ATTACHMENT A

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Grace Communications, Inc.

Bidder/Offeror's Name

210 S. Spring St., Los Angeles, CA 90012

Address

95-3034078

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 4.32.010, County 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.

Authorized Signature

10/20/2009

Date

Jo-Ann W. Grace, Vice-President / Grace Communications, Inc.

Name / Title / Name of Company or Organization

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

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

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

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 44

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

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American	0	1	2
Hispanic/Latin American	0	1	13
Asian American	0	1	7
American Indian/Alaskan Native	0	0	0
White	2	2	15
Based on the above categories, please indicate the total numbers of men and women in the firm:			
Male	1	3	22
Female	1	2	15

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

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	50 %
Women	%	%	%	%	50 %

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

	M	W	D	DV	
Agency _____	___	___	___	___	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____
Agency _____	___	___	___	___	Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:

   a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.

   b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.

   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County Contract or project for a period of three years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

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

AUTHORIZED SIGNATURE

10/20/2009
DATE

Jo-Ann W. Grace, President / Metropolitan News Company
Name / Title / Name of Company or Organization

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME Metropolitan News Company Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

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

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 10 / 20 / 09

PRINTED NAME: Jo-Ann W. Grace

POSITION: President

ATTACHMENT C-2

CONTRACTOR's EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

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

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

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

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

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

_____ _____

Signature of Employee Date

_____ _____

Print Name Title/Position

ATTACHMENT C-3

CONTRACTOR's NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County within 10 days of execution of any resultant Contract.)

_____
CONTRACTOR NAME

Contract No._____

Non-Employee Name _____

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

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

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

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

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

Initials of Signer _____

ATTACHMENT C-3

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT D

AUDITOR–CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

AUDITOR-CONTROLLER
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

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

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 BASIS OF ACCOUNTING

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

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

Accrual Basis

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

Accruals

Accruals shall be recorded observing the following:

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

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

- Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

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

2.0 ACCOUNTING SYSTEM

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

2.1 General Journal

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

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

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

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

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

•

2.3 Cash Disbursements Journal

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

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

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

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

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

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

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

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

2.4 General Ledger

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

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

2.6 Payroll Register

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

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

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

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

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

2.7 Contractor Invoices

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

3.0 RECORDS

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

3.1 Retention

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

3.2 Supporting Documentation

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

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms,

requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

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

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

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

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

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

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

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

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

3.3 Payments to Affiliated Organizations or Persons

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

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

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

3.4 Filing

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

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

3.5 Referencing

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

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

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

4.0 DONATIONS AND OTHER SOURCES OF REVENUE

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

5.0 AUDITS

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

5.1 Single Audit Requirements

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

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

6.0 SUBCONTRACTS

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

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

B. INTERNAL CONTROLS

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

1.0 CASH RECEIPTS

1.1 Separate Fund or Cost Center

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

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

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

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

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

1.3 Separation of Duties

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

1.4 Bank Reconciliation

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

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

2.0 DISBURSEMENTS

2.1 General

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

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

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

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

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

2.3 Petty Cash

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

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

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

2.4 Credit Cards

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

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

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

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

3.0 TIMEKEEPING

3.1 Timecards

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

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

3.2 Personnel and Payroll Records

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

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

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

Benefit Balances

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

Limitations on Positions and Salaries

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

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

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

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

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

Separation of Duties

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

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

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

4.0 FIXED ASSETS

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

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

4.1 Acquisition

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

4.2 Identification and Inventory

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

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

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

4.3 Security

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

4.4 Property Management

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

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

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

5.0 BONDING

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

C. COST PRINCIPLES

1.0 POLICY

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

1.1. Limitations on Expenditures of Program Funds

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

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

1.2 Expenses Incurred Outside the Agreement Period

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

1.3 Budget Limitation

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

1.4 Unspent Funds

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

1.5 Necessary, Proper and Reasonable

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

2.0 ALLOCATION OF COST POOLS

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

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

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

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

2.1 Direct Costs

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

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

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

Examples of bases for allocating joint costs as direct costs:

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

2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

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

2.3 Acceptable Indirect Cost Allocation Methods

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

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

Simplified Allocation Method

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

Example

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

Direct Allocation Method

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

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

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

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

1. CONTRACTOR general accounting policies:

   - Basis of accounting (cash or accrual)
   - Fiscal year
   - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
   - Indirect cost rate allocation base

2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.

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

Negotiated Indirect Cost Rates

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

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

D. UNALLOWABLE COSTS

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

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

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

F. MISCELLANEOUS REQUIREMENTS

1.0 INSURANCE

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

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

2.0 ACTIVITY

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

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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 2008 are less than $41,646 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 9, 2009.

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 2008 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 2008 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 2008 and owes no tax but is eligible for a credit of $825, he or she must file a 2008 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 2009 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.

ATTACHMENT F

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All Bidders or Proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder or Proposer is excepted from the Program.

Company Name: Metropolitan News Company			
Company Address: 210 S. Spring St			
City: Los Angeles	State: CA	Zip Code:	90012
Telephone Number: 213-346-0033			
Solicitation For (Type of Goods or Services): Advertising Agency - Placement and publication of legal/public notices			

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business 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/purchase order itself will exceed $50,000 in any 12 month period). 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 10 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 exemption 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 10 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: Jo-Ann W. Grace	Title: President
Signature:	Date: 10/20/2009

"Contractor Employee Jury Service"
Los Angeles County Code Sections 2.203.010 through 2.203.090

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

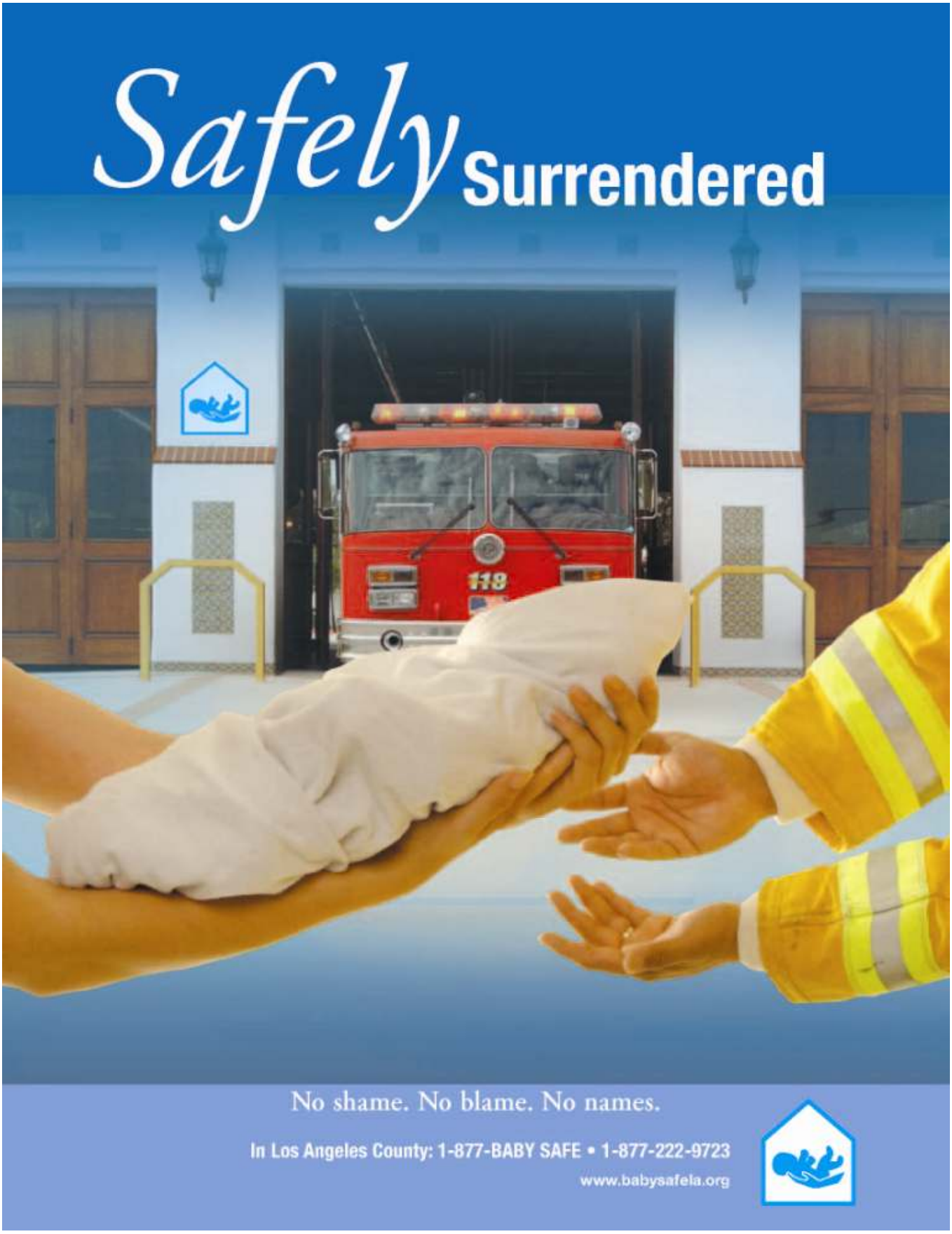
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

ATTACHMENT G



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

Safely Surrendered Baby Law

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 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.

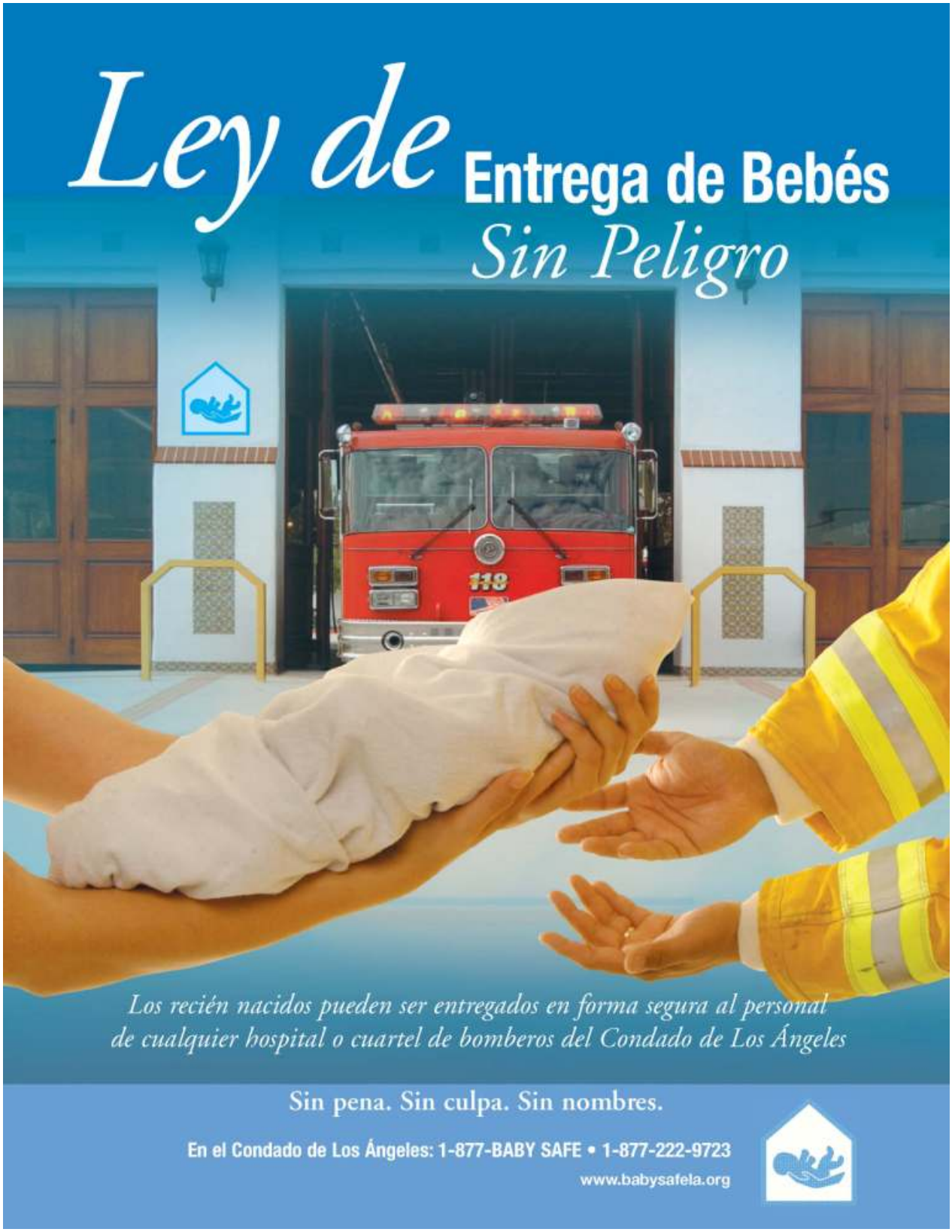
Why is California doing this?

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 to the baby's nurse and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The nurse 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 nurse 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.

ATTACHMENT G



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

Ley de Entrega de Bebés *Sin Peligro*

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

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 se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre 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 entregue 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 acabar 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 de 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.

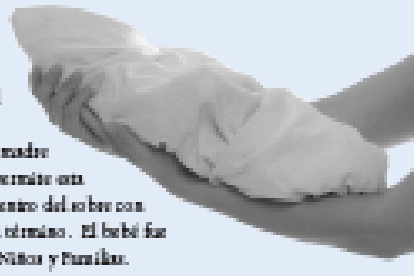
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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 pensarán sus familiares o amigos. 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 ocurrir 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.

CONTRACTOR'S ADMINISTRATION

Date: 10/20/2009

CONTRACTOR'S NAME: Grace Communications, Inc. dba: Metropolitan News Company

CONTRACTOR'S PROGRAM DIRECTOR:

Provide the name of representative authorized to act as Program Director on behalf of the CONTRACTOR, who shall be responsible for: 1) CONTRACTOR'S day-to-day activities as related to this Contract; 2) coordinating with the COUNTY Program Manager on a regular basis; and 3) receiving all communication regarding this Contract.

Name: Jo-Ann W. Grace
Title: President
Address: 210 S. Spring St., Los Angeles, CA 90012

Telephone: 213-346-0033
Facsimile: 213-687-3886
E-Mail Address: jo-ann@mnc.net

ALTERNATE TO PROGRAM DIRECTOR:

Provide the name of the representative(s) authorized to act as an alternate to the CONTRACTOR's Program Director named above:

Name: Vahn Babigian
Title: General Manager
Address: 210 S. Spring St., Los Angeles, CA 90012

Telephone: 213-346-0033
Facsimile: 213-687-3886
E-Mail Address: vahn@mnc.net

Name:
Title:
Address:

Telephone:
Facsimile:
E-Mail Address:

Notices to Contractor shall be sent to the following address:

Address: 210 S. Spring St., Los Angeles, CA 90012

ATTACHMENT I

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name:	**Shiva Naeim**
Title:	**Program Manager**
Address:	**425 Shatto Place, Rm. 602**
	Los Angeles, CA 90020
Telephone:	**(213) 351-5780**
Facsimile:	
E-Mail Address:	naeims@dcfs.lacounty.gov

ATTACHMENT J

CHARITABLE CONTRIBUTIONS CERTIFICATION

Grace Communications, Inc.
Company Name

210 S. Spring St., Los Angeles, CA 90012
Address

95-3034078
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 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.

CERTIFICATION	YES	NO
Bidder 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 Bidder engages in activities subjecting it to those laws during the term of a County contract, Bidder 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		
Bidder 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

10/20/2009
Date

Jo-Ann W. Grace, Vice-President
Name and Title (please type or print)

ATTACHMENT K

AGREEMENT

CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment M.

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative

demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in this Contract.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR's internal operations.

1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:

(a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment;

(b) Shall Disclose Protected Health Information to COUNTY upon request;

(c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within 48 hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than 10 business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY's Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.

2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within 10 business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon COUNTY's request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or

subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within 10 business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

3.1 Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR's performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERMS AND TERMINATION

4.1 Term. CONTRACTOR's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY's knowledge of a material breach by CONTRACTOR, COUNTY shall either:

(a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or

(b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or

(c) If neither termination or cure are feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy

all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.

(b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Attachment M.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Attachment M is contrary to any other provision of this Contract, the provision of this Attachment M shall control.

5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.