



BRANDON T. NICHOLS  
Acting Director

County of Los Angeles  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

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

Board of Supervisors  
HILDA L. SOLIS  
First District  
MARK RIDLEY-THOMAS  
Second District  
SHEILA KUEHL  
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JANICE HAHN  
Fourth District  
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Fifth District

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

21 October 31, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

October 31, 2017

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

Dear Supervisors:

**REQUEST TO APPROVE A NEGOTIATED CONTRACT WITH THE LOS ANGELES COUNTY  
OFFICE OF EDUCATION FOR  
TUTORING AND EDUCATION SUPPORT SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) and the Probation Department (Probation) request the Board's approval of a negotiated contract with the Los Angeles County Office of Education (LACOE) for the provision of tutoring and education support services to children and youth.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Acting Director of DCFS, or his designee, and the Chief Probation Officer, or her designee, to execute a contract, substantially similar to Attachment A, with LACOE for the provision of tutoring and education support services. The term of the contract will be effective November 1, 2017, or date of execution, for one year, with two 1-year renewal options. The Maximum Contract Sum is \$3,900,000, with a Maximum Annual Contract Sum of \$1,300,000. DCFS will contribute \$975,000 annually, funded by 36 percent (\$351,000) federal funds, 33 percent (\$321,750) State funds, and 31 percent (\$302,250) net County cost (NCC). Probation will contribute \$325,000 annually, funded by 50 percent (\$162,500) federal funds and 50 percent (\$162,500) NCC. Sufficient funding is included in the Fiscal Year 2017-18 Budget.
2. Delegate authority to the Acting Director of DCFS, or his designee, and the Chief Probation Officer, or her designee, to extend the contract by written notice for each of the two 1-year renewal options, as needed to meet the goals of this program. Approval from County Counsel will be obtained

prior to execution of each renewal option, and the Acting Director of DCFS, or his designee, will notify the Board and the Chief Executive Office (CEO) in writing within 10 business days after execution.

3. Delegate authority to the Acting Director of DCFS, or his designee, and the Chief Probation Officer, or her designee, to execute amendments to increase or decrease the Maximum Annual Contract Sum up to 10 percent, if such an amendment is necessary to meet change in service demands and the necessary funding is available in the budget. Approval from the County Counsel will be obtained prior to executing such amendment, and the Acting Director will notify the Board and the CEO in writing within 10 business days after execution.

4. Delegate authority to the Acting Director of DCFS, or his designee, and the Chief Probation Officer, or her designee, to execute amendments to the contract for non-material changes, provided that: (a) prior County Counsel approval and (b) the Acting Director of DCFS, or his designee, notifies the Board and the CEO in writing within 10 business days after execution of such amendment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended actions will allow LACOE to fulfill the DCFS' strong commitment to well-being and education to improve overall academic standing and school performance.

The children and youth supervised by DCFS and Probation require academic support at a much greater capacity than the County is currently able to provide, and through this contract, the County will be able to more effectively meet this need and help the children and youth academically.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal 1 - Make Investments That Transform Lives and the DCFS' strong commitment to youth well-being and education. Pursuant to the Countywide Strategic Plan Section I.1.4, the County is committed to improving educational outcomes of systems-involved youth.

### **FISCAL IMPACT/FINANCING**

The Maximum Contract Sum for the Contract is \$3,900,000. The estimated Maximum Annual Contract Sum is \$1,300,000 of which DCFS will contribute \$975,000 and Probation will contribute \$325,000.

DCFS' portion will be funded using 36 percent (\$351,000) federal funds, 33 percent (\$321,750) State funds, and 31 percent (\$302,250) net County cost (NCC).

Probation's portion will be funded using 50 percent (\$162,500) federal funds and 50 percent (\$162,500) NCC.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Contract with LACOE will be executed effective November 1, 2017, or date of execution.

LACOE will subcontract services to provide tutoring and academic assistance to the youth.

Contracted tutors will coordinate with DCFS Children's Social Workers and Deputy Probation Officers to support the students. DCFS and Probation will provide referrals to LACOE for tutoring and academic support consistent with the core academic content and instruction used by the local education agencies aligned with the State academic content standards. The primary areas of tutoring will be reading, language arts, and mathematics.

LACOE will assess each youth's academic need(s) and provide academic support accordingly. Each youth will receive tutoring for a maximum of 40 hours a year under this contract.

LACOE will be responsible for generating and submitting weekly and monthly reports, and for conducting pre and post-academic assessment tests. These tests will facilitate the tracking of students' academic progress. LACOE will be responsible to show improvement for 75 percent of all participating youth based on comparison of pre and post-test scores.

DCFS has determined that the Living Wage Ordinance does not apply to this contract.

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

### **CONTRACTING PROCESS**

Pursuant to CDSS Manual of Operations, Section 23-600, Purchase of Service, Section 23-650.1.14, DCFS may procure a contract through negotiation with a public agency.

On July 19, 2016, DCFS submitted a Notice of Intent to notify the Board of the intent to negotiate a contract with LACOE.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the contract will allow DCFS and Probation to enhance their efforts and provide tutoring and education support services for the children and youth. Through contracting with LACOE, the County will serve substantially more youth than would otherwise be served.

### **CONCLUSION**

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

Department of Children and Family Services  
Contracts Administration Division  
Attention: Leticia Torres-Ibarra, Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

Respectfully submitted,



TERRI L. McDONALD  
Chief Probation Officer

BRANDON T. NICHOLS  
Acting Director

BTN:KRLTI:KAF

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Probation Department

**TUTORING AND EDUCATION SUPPORT SERVICES  
CONTRACT**

**(CFDA# 93.658)**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

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

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

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November 2017

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND PROBATION DEPARTMENT  
TUTORING AND EDUCATION SUPPORT SERVICES  
CONTRACT**

**TABLE OF CONTENTS**

Section Number and Title	Page
<b>PART I: UNIQUE TERMS AND CONDITIONS.....</b>	<b>6</b>
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS.....	6
2.0 TERM.....	7
3.0 CONTRACT SUM.....	8
4.0 INSURANCE REQUIREMENTS.....	9
5.0 INVOICES AND PAYMENTS.....	15
6.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	17
7.0 CONFIDENTIALITY.....	18
8.0 CONTRACTOR’S STAFF IDENTIFICATION.....	20
9.0 DATA ENCRYPTION.....	20
10.0 SUBCONTRACTING.....	21
<b>PART II: STANDARD TERMS AND CONDITIONS.....</b>	<b>23</b>
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR.....	23
2.0 ADMINISTRATION OF CONTRACT – COUNTY.....	23
3.0 AMERICANS WITH DISABILITIES ACT (ADA).....	24
4.0 ASSIGNMENT AND DELEGATION.....	24
5.0 AUTHORIZATION WARRANTY.....	24
6.0 BUDGET REDUCTION.....	25
7.0 CHANGES AND AMENDMENTS.....	25
8.0 CHILD ABUSE PREVENTION REPORTING.....	26
9.0 CHILD SUPPORT COMPLIANCE PROGRAM.....	26
10.0 COMPLAINTS.....	27
11.0 COMPLIANCE WITH APPLICABLE LAWS.....	27
12.0 COMPLIANCE WITH CIVIL RIGHTS LAWS.....	28
13.0 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING.....	29
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	29
15.0 CONDUCT OF PROGRAM.....	30
16.0 CONFLICT OF INTEREST.....	31
17.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS.....	31
18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST.....	31
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING.....	32
20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD).....	32
21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	32
22.0 CONTRACTOR’S WORK.....	34

23.0 COUNTY’S QUALITY ASSURANCE PLAN ..... 34

24.0 EMPLOYEE BENEFITS AND TAXES ..... 34

25.0 EMPLOYMENT ELIGIBILITY VERIFICATION ..... 34

26.0 EVENTS OF DEFAULT ..... 35

27.0 FAIR LABOR STANDARDS ..... 36

28.0 FIXED ASSETS ..... 36

29.0 FORMER FOSTER YOUTH CONSIDERATION ..... 36

30.0 GOVERNING LAW, JURISDICTION, AND VENUE ..... 37

31.0 INDEMNIFICATION ..... 37

32.0 INDEPENDENT CONTRACTOR STATUS ..... 37

33.0 LIQUIDATED DAMAGES ..... 38

34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY’S WEBVEN ..... 39

35.0 MOST FAVORED PUBLIC ENTITY ..... 39

36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION ..... 39

37.0 NON EXCLUSIVITY ..... 40

38.0 NOTICE OF DELAYS ..... 40

39.0 NOTICE OF DISPUTE ..... 40

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT ..... 40

41.0 NOTICES ..... 41

42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION ..... 41

43.0 PROPRIETARY RIGHTS ..... 41

44.0 PUBLIC RECORDS ACT ..... 42

45.0 PUBLICITY ..... 43

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT ..... 43

47.0 RECYCLED-CONTENT PAPER ..... 45

48.0 SAFELY SURRENDERED BABY LAW ..... 45

49.0 SHRED DOCUMENT ..... 45

50.0 TERMINATION FOR CONTRACTOR’S DEFAULT ..... 45

51.0 TERMINATION FOR CONVENIENCE ..... 47

52.0 TERMINATION FOR IMPROPER CONSIDERATION ..... 47

53.0 TERMINATION FOR INSOLVENCY ..... 48

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE ..... 48

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS ..... 49

56.0 TIME OFF FOR VOTING ..... 49

57.0 USE OF FUNDS ..... 49

58.0 VALIDITY ..... 49

59.0 WAIVER ..... 49

60.0 WARRANTY AGAINST CONTINGENT FEES ..... 49

61.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION ..... 50

**EXHIBITS:**

Exhibit A	Statement of Work
Exhibit A-1	Performance Requirements Summary
Exhibit A-2	Pricing Schedule and Budget Narrative
Exhibit A-3	Invoice Template
Exhibit A-4	Tutoring Attendance Report
Exhibit A-5	Tutoring Attendance Summary Report
Exhibit A-6	Group Tutoring Sign-in Sheet
Exhibit A-7	Tutoring Progress Report
Exhibit A-8	Tutoring Referral Forms
Exhibit A-9	User Complaint Report
Exhibit B	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Exhibit C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Exhibit C-2	CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement
Exhibit C-3	CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement
Exhibit D	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit E	Internal Revenue Notice 1015
Exhibit F	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Exhibit G	Safely Surrendered Baby Law Fact Sheet
Exhibit H	CONTRACTOR's Administration
Exhibit I	COUNTY's Administration
Exhibit J	CONTRACTORS's Compliance with Encryption Requirements
Exhibit K	Zero Tolerance Policy on Human Trafficking Certification



**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND PROBATION DEPARTMENT  
TUTORING AND EDUCATION SUPPORT SERVICES  
CONTRACT**

Tutoring and Education Support Services Contract (hereinafter referred to as “Contract”).

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between

County of Los Angeles  
hereinafter referred to as “COUNTY”

and

Los Angeles County Office of Education  
hereinafter referred to as “LACOE”.

**RECITALS**

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to contract for Tutoring and Education Support Services; and

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

WHEREAS, this contract shall provide services pursuant to the provisions of the Social Security Act Title IV-E, Section 477 ; and

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

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 constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1 to A-9, B, C-1, C-2, C-3, D, E, F, G, H, I, J, and K, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract, and then to the Exhibits A, A-1 to A-9, B, C-1, C-2, C-3, D, E, F, G, H, I, J, and K.
- 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 this agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
  - C. "CONTRACTOR" – The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the COUNTY to perform or execute the work covered by the Statement of Work, Exhibit A.
  - D. "COUNTY" – means the County of Los Angeles, and includes the Department of Children and Family Services and Probation Department.

- 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. "CPO" – means COUNTY's Chief Probation Officer, or Acting Chief Probation Officer, of the Probation Department.
- H. "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.
- I. "DCFS" - means COUNTY's Department of Children and Family Services.
- J. "Director" - means COUNTY's Director of the Department of Children and Family Services or his or her authorized designee.
- K. "Fiscal Year(s)" - means the 12 month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- L. "Maximum Contract Sum" - means the total amount to be paid under this contract.
- M. "Participant" - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.
- N. "Probation" - means COUNTY's Probation Department.
- O. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- P. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- Q. "State" - means the government of California.

## 2.0 TERM

- 2.1 The term of this Contract shall commence on November 1, 2017 or the date of execution, by the Director and CPO, and shall expire on October 31, 2018, 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 two additional one-year periods, for a maximum total Contract term of three years. Each such extension option may be exercised at the discretion of the Director and CPO, by written notice to the CONTRACTOR.
- 2.3 The 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 The CONTRACTOR shall notify COUNTY when this Contract is within six months of the expiration of the term. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY Program Manager.
- 2.5 The term of this Contract may also be extended by the Director by written notice to the CONTRACTOR for a period not to exceed six months beyond October 31, 2020, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

### **3.0 CONTRACT SUM**

- 3.1 The Maximum Contract Sum for this contract is \$3,900,000.
  - 3.1.1 The Maximum Annual Contract Sum is \$1,300,000.
  - 3.1.2 DCFS shall contribute 75 percent, or \$975,000, annually to fund the Maximum Annual Contract Sum.
  - 3.1.3 Probation shall contribute 25 percent, or \$325,000, annually to fund the Maximum Annual Contract Sum.
- 3.2 COUNTY and CONTRACTOR agree that this is a cost reimbursement Contract, not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit A-2, Pricing Schedule and Budget Narrative 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.

- 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 Exhibit I, County's Administration.
- 3.6 CONTRACTOR's budget is attached and incorporated by reference as Exhibit A-2, Pricing Schedule and Budget Narrative herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered, and include a breakdown of services that will be matched and those that are not subject to the match requirement. 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 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract. 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.
- 3.8 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 Part I, Sub-sections 4.1 and 4.2 of 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.
- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 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

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

- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 Cancellation of or changes in Insurance: CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.
- 4.1.8 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. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

- 4.1.9 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.
- 4.1.10 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.
- 4.1.11 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.
- 4.1.12 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.
- 4.1.13 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.
- 4.1.14 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.

- 4.1.15 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.
- 4.1.16 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.
- 4.1.17 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.
- 4.1.18 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.

4.2.4 Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of sexual nature.

4.2.5 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 \$3 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.

4.2.6 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee. A Fidelity Bond or Crime Insurance policy with limits of not less than \$500,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

Employee Dishonesty:	\$500,000
Forgery or Alteration:	\$500,000
Theft, Disappearance and Destruction:	\$500,000
Computer Fraud:	\$500,000

Burglary and Robbery: \$500,000

## 5.0 INVOICES AND PAYMENTS

- 5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with the Line Item Budget, and in the format prescribed by the COUNTY (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs).
- 5.2 CONTRACTOR shall be paid only for work performed as specified in the Contract and any amendments thereto.
- 5.3 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of ten (10) percent of the Maximum Annual Contract Sum for each year between line item budget categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) in the Budget.
- 5.4 CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the ten (10) percent maximum.
  - 5.4.1 In any event, such revisions shall not result in any increase in the Maximum Contract Sum.
  - 5.4.2 Such requests to COUNTY shall be addressed to the COUNTY Program Manager.
- 5.5 CONTRACTOR shall submit an invoice in arrears for the previous month.
  - 5.5.1 CONTRACTOR shall make reasonable efforts to submit all invoices within 45 days of the last day of the month in which the service was rendered.
  - 5.5.2 The County will not pay invoices without required supporting documentation.
  - 5.5.3 Any invoice submitted more than 45 days after the last day of the month in which the services were rendered shall constitute a "past due invoice."
  - 5.5.4 Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered.
- 5.6 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) 2 CFR, Part 215 and Part 220 as

applicable. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars, including new publications that supersede the current OMB Circulars, which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

- 5.7 CONTRACTOR shall submit the original monthly invoices to DCFS Accounting Division and Probation Accounting Division, and their copies to DCFS and Probation Program Managers 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

County of Los Angeles  
Probation Department  
Attention: Budget and Fiscal Officer  
9150 E. Imperial Hwy.  
Downey, CA 90424

and a duplicate copy of the invoices for DCFS youth to:

County of Los Angeles,  
Department of Children and Family Services  
Attention: Program Manager  
532 E Colorado #219  
Pasadena CA 91101

and a duplicate copy of the invoices for Probation youth to:

County of Los Angeles  
Probation Department  
Attention: Program Manager  
9150 E. Imperial Hwy.  
Downey, CA 90424

- 5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for expenses incurred as a part of this contract 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.
- 5.10.1 Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within 45 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR.
- 5.10.2 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 45 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.11 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.
- 5.12 Suspension and withholding of payment. In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required Quarterly and Annual 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 For the safety and welfare of the children to be served under this Contract, Contractor shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to work under this Contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 6.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be removed immediately from performing services under the Contract. CONTRACTOR shall comply with COUNTY's request 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's background investigation.
- 6.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 6.4 Disqualification of any member of CONTRACTOR's staff pursuant to this 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, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 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 and 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 C-1, "Contractor Acknowledgement and Confidentiality Agreement."

- 7.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit 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 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 Sub-section 7.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Sub-section 7.8 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 to 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, and the pupil records privacy requirements established by California Assembly Bill 1584 (2014).

## **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 DATA ENCRYPTION**

9.1 Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

### **9.2 Stored Data**

9.2.1 Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

### **9.3 Transmitted Data**

9.3.1 All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.



#### 9.4 Certification

9.4.1 The County must receive within ten (10) business days of its request, a certification (Exhibit J) from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of Section 24.0 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

### 10.0 SUBCONTRACTING

- 10.1 The requirements of this Contract may be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. However, County reserves the right to disapprove of the use of any subcontractor at its sole discretion.
- 10.2 CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- a) A description of the work to be performed by the Subcontractor;
  - b) A draft copy of the proposed subcontract; and
  - c) Other pertinent information and/or certifications requested by the COUNTY.
- 10.3 CONTRACTOR shall monitor the performance of subcontractors and shall submit their written performance evaluations to CPMs at least twice a year, once every six months.
- 10.4 CONTRACTOR shall not subcontract with any organization or individual that is currently debarred by the COUNTY.
- 10.5 CONTRACTOR shall ensure that each subcontractor provides a full-time employee who will act as the Project Director with a designated alternate to act as back up. The Contractor shall ensure subcontractors assign the Project Director within 30 days from execution of the Contract.
- 10.6 CONTRACTOR shall indemnify, defend, and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 10.7 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.

- 10.8 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 10.9 The COUNTY Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 10.10 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all the following documents:
- 10.10.1 An executed Exhibit C-3, "CONTRACTOR's Non-Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 10.10.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Insurance Coverage Requirements, of this Contract, and
- 10.10.3 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.
- 10.11 CONTRACTOR shall provide COUNTY Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 10.12 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.
- 10.13 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.
- 10.14 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

## **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 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 meet and 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 I, COUNTY's Administration. The COUNTY will notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### 2.1 COUNTY Program Manager

The role of the COUNTY Program Manager may include:

2.1.1 Coordinating with CONTRACTOR and ensuring CONTRACTOR's performance of the Contract; however, in no event shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

2.1.2 upon request of the CONTRACTOR, providing direction to the CONTRACTOR, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

2.1.3 inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; however, in no event, shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

2.1.4 overseeing the day-to-day administration of this Contract; however, in no event, shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

2.2 The COUNTY 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.

### **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 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 person or 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 not occur except with COUNTY's express prior written approval.

### **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 calendar 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, Contract sum, payments, or any terms or conditions included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor, DCFS and Probation with the County's Board of Supervisors' approval.
- 7.3 Approval of County Counsel must be obtained for any changes that affect the scope of work.
- 7.4 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 Probation, and executed by the CONTRACTOR, the Director, and CPO.
- 7.5 The Director and CPO may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
  - 7.5.1 The Amendment shall be in compliance with applicable county, state and federal regulations; and
  - 7.5.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
  - 7.5.3 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

7.5.4 Prior County Counsel approval is obtained and notice given to CEO.

## **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 contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
- 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 Part II, 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 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Termination for CONTRACTOR's Default," and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## 10.0 COMPLAINTS

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

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

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

10.2.2 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.

10.2.3 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.

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

10.4 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.

10.5 Copies of all written responses shall be sent to the COUNTY Program Manager within three (3) business days of mailing to the complainant.

## 11.0 COMPLIANCE WITH APPLICABLE LAWS

11.1 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.

11.1.1 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.

11.1.2 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).

11.2 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.

11.3 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 11.0 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 to 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.

## **12.0 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, Contractor's Equal Employment Opportunity (EEO) Certification.

### **13.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

13.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. The Contractor shall sign and submit Exhibit K, Zero Tolerance Policy on Human Trafficking Certification, to the County on or before execution of this Contract.

13.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

13.3 Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **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 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 that 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 Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor 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 HIRING GAIN/GROW PARTICIPANTS**

- 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. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.
- 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 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 ALERT REPORTING DATABASE (CARD)**

The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

## **21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

21.1 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.

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

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

21.4 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.

- 21.5 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.
- 21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 21.7 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.
- 21.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five (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.
- 21.8.1 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.

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

21.10 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](http://lacounty.info/doing_business/DebarmentList.htm)
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/eplsearch.do?multiName=true>

## **22.0 CONTRACTOR'S WORK**

22.1 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.

22.2 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.

## **23.0 COUNTY'S QUALITY ASSURANCE PLAN**

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

## **24.0 EMPLOYEE BENEFITS AND TAXES**

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

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

## **25.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

25.1 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.

25.2 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.

## **26.0 EVENTS OF DEFAULT**

### **26.1 Default for Non-Performance**

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

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

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

### **26.2 Default for Insolvency**

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

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

26.2.2 The filing of a voluntary petition in bankruptcy;

26.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

### **26.3 Other Events of Default**

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having

been practiced by CONTRACTOR in violation of State and/or federal laws thereon.

## **27.0 FAIR LABOR STANDARDS**

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

## **28.0 FIXED ASSETS**

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

## **29.0 FORMER FOSTER YOUTH CONSIDERATION**

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

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

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



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

### **30.0 GOVERNING LAW, JURISDICTION, AND VENUE**

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

### **31.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees and agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **32.0 INDEPENDENT CONTRACTOR STATUS**

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

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

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

32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit C-2, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit C-3, CONTRACTOR's Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

### 33.0 LIQUIDATED DAMAGES

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. 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.
- 33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
  - (c) Upon giving five (5) days' notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 33.3 The action noted in Part II, 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.
- 33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Part II, 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.

#### **34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

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

#### **35.0 MOST FAVORED PUBLIC ENTITY**

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

#### **36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

### **37.0 NON EXCLUSIVITY**

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

### **38.0 NOTICE OF DELAYS**

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

### **39.0 NOTICE OF DISPUTE**

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager 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.

### **40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

## **41.0 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 Exhibit H, Contractor's Administration and Exhibit 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.

## **42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

## **43.0 PROPRIETARY RIGHTS**

43.1 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.

43.2 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.

43.3 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."

- 43.4 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 Part II, Sub-section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Part II, Sub-section 43.4 for:
- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Part II, Sub-section 43.3;
- 43.5.2 Any materials, data and information covered under Part II, Sub-section 43.2; and
- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 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.
- 43.7 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.
- 43.8 All the rights and obligations of this Section 43.0 shall survive the expiration or termination of this Contract

#### **44.0 PUBLIC RECORDS ACT**

- 44.1 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 46, 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.

- 44.2 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.

## **45.0 PUBLICITY**

- 45.1 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:

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

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

- 45.2 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.

## **46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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

- 46.2 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.

- 46.3 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).
- 46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 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.
- 46.6 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.



## **47.0 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.

## **48.0 SAFELY SURRENDERED BABY LAW**

48.1 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](http://www.babysafela.org).

48.2 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 G, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **49.0 SHRED DOCUMENT**

49.1 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.

49.2 Documents for record and retention purposes in accordance with Part II, Section 46 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

## **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 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 Part II, Sub-section 50.1, 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 Part II, Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 50.4 If, after the COUNTY has given notice of termination under the provisions of Part II, Section 51, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of Part II, Section 50 or that the default was excusable under the provisions of Part II, Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 51, 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 Part II, Sub-section 50.1, 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 Part II, Sub-section 50.2, 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 (5) 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, Section 31, 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, Section 46, 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 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

## **57.0 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.

## **58.0 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.

## **59.0 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.

## **60.0 WARRANTY AGAINST CONTINGENT FEES**

60.1 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.

60.2 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.

#### **61.0 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 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  
AND  
PROBATION DEPARTMENT  
TUTORING AND EDUCATION SUPPORT SERVICES CONTRACT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Acting Director of the Department of Children and Family Services along with the Chief Probation Officer of the Probation Department, and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By \_\_\_\_\_

Brandon T. Nichols, Acting Director  
Department of Children and  
Family Services

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Terri L. McDonald, Chief Probation Officer  
Probation Department

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
Mary C. Wickham, COUNTY COUNSEL

BY \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

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

**EXHIBIT A**

**STATEMENT OF WORK**

**TUTORING AND EDUCATION SUPPORT SERVICES**



**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND  
PROBATION DEPARTMENT  
TUTORING AND EDUCATION SUPPORT SERVICES  
STATEMENT OF WORK**

**TABLE OF CONTENTS**

<b><u>Section Number and Title</u></b>	<b><u>Page</u></b>
PART A – PREAMBLE .....	2
PART B – PROJECT FOUNDATION .....	3
1.0 BACKGROUND .....	3
2.0 COUNTY’S RESPONSIBILITIES.....	3
3.0 CONTRACTOR’S GENERAL RESPONSIBILITIES.....	3
4.0 STAFF QUALIFICATIONS AND REQUIREMENTS .....	4
5.0 TARGET POPULATION .....	4
6.0 SCOPE OF WORK .....	4
7.0 REFERRAL PROCESS .....	5
8.0 SERVICES INTERRUPTION.....	6
9.0 ASSESSMENTS .....	7
10.0 GREEN INITIATIVES.....	8
11.0 MATERIALS AND EQUIPMENT.....	9
12.0 RECORDS .....	9
13.0 REPORTS.....	9
PART C – PROGRAM OUTCOME SUMMARY.....	11
14.0 PERFORMANCE AND OUTCOME GOALS.....	11
PART D – QUALITY ASSURANCE PLAN.....	12
15.0 QUALITY ASSURANCE PLAN.....	12

# STATEMENT OF WORK

## PART A – PREAMBLE

### A. PREAMBLE

The County of Los Angeles (COUNTY) seeks to collaborate with its community partners to enhance the capacity of the health and human services system and improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners will provide health and human services and support the COUNTY's Strategic Plan Mission, Values, Goals, and Performance Outcomes.

The COUNTY's 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 COUNTY's shared values of: 1) Accountability; 2) A Can-Do Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the COUNTY's Strategic Plan's three goals:

1. Operational Effectiveness/Fiscal Sustainability;
2. Community Support and Responsiveness; and
3. Integrated Services Delivery.

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, community, and contracting partners.

## **PART B – PROJECT FOUNDATION**

### **1.0 BACKGROUND**

This contract, under Los Angeles County Office of Education’s (LACOE) Foster Youth Services (FYS) program (CONTRACTOR) is intended to expand the existing tutoring services provided to foster and Probation youth in Los Angeles County. LACOE currently provides tutoring services through funding received from the State. This funding is insufficient for all tutoring required by probation and foster youth. As a result, DCFS and Probation will augment the funding through this agreement.

### **2.0 COUNTY’S RESPONSIBILITIES**

- 2.1 DCFS and Probation shall each designate a COUNTY Program Manager (CPM) to coordinate the delivery of Contract services with CONTRACTOR’s Program Director (CPD).
- 2.2 CPMs shall monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 2.3 CPMs will provide direction to CONTRACTOR regarding DCFS and Probation policies, information, and procedural requirements.
- 2.4 In the event that DCFS or Probation CPM determines a performance issue must be addressed, the CPM will contact CPD to investigate and report.
- 2.5 CPMs are not authorized to change the Contract terms and conditions, and are not authorized to contractually obligate or bind the COUNTY in any way whatsoever beyond the terms and scope of this Contract.
- 2.6 CPMs are identified in Exhibit I of this Contract.

### **3.0 CONTRACTOR’S GENERAL RESPONSIBILITIES**

- 3.1 CONTRACTOR shall designate a CPD, as identified in Exhibit H, Contractor’s Administration, to manage day-to-day Contract activities, and direct the delivery of services.
- 3.2 CONTRACTOR shall ensure tutoring is provided after the regular school day for eligible foster and Probation youth in Los Angeles County, who are referred by DCFS and Probation.
- 3.3 CONTRACTOR shall respond within three (3) business days to all calls, emails, or reports regarding CONTRACTOR’s performance, including a CPM’s request to meet, address, and resolve contract performance issues, and shall be available to attend such meetings.
- 3.4 CONTRACTOR shall design an evaluation model ensuring its fidelity to data collection protocols. The Contractor shall use the model to analyze data and develop formal evaluation reports. The Contractor shall provide the evaluation model to CPM within sixty (60) days from execution of the Contract.

- 3.5 In the event that DCFS or Probation CPM determines and informs CPD about a performance issue, the CPD shall investigate the issue and report to the CPM within thirty (30) days.
- 3.6 Upon completing the investigation, CONTRACTOR shall provide a written Corrective Action Plan to resolve performance issues if instructed to do so by the CPM. CONTRACTOR may submit the corrective action plan by e-mail.

#### **4.0 STAFF QUALIFICATIONS AND REQUIREMENTS**

- 4.1 CONTRACTOR shall provide tutors who, at a minimum, meet the following requirements:
  - 4.1.1 A Bachelor of Arts or Science degree from an accredited college or university;  
**-OR-**  
Currently enrolled in college or university with two years of experience providing tutoring services or academic training to at-risk middle and high school-age youth; and
  - 4.1.2 Ability to travel to their tutoring sites in the County of Los Angeles.

#### **5.0 TARGET POPULATION**

- 5.1 CONTRACTOR shall provide services to youth who are:
  - a) under the supervision of DCFS or Probation;
  - b) attending a school within Los Angeles County;
  - c) identified as requiring tutoring; and
  - d) referred to the CONTRACTOR by a DCFS Social Worker, Probation Officer, or a Probation or DCFS Program Manager.

#### **6.0 SCOPE OF WORK**

- 6.1 CONTRACTOR shall provide services to youth including tutoring, homework help, remediation, and other educational interventions upon prior CPM's approval.
  - 6.1.1 Areas of primary instruction will be reading, language arts, and mathematics.
  - 6.1.2 Other subject areas may be addressed if the caregiver and Contractor request and CPM approves.
- 6.2 Services shall be provided throughout the County of Los Angeles.
- 6.3 Youth shall receive one-on-one tutoring in their home or placement.
  - 6.3.1 An authorized adult must be present in the home at all times. An authorized adult may be a caregiver for the child, or other person authorized by the caregiver, and over 18 years of age.
- 6.4 CONTRACTOR shall provide Spanish-speaking tutors for youth upon request. Spanish-speaking tutors may be requested at the time of the referral, or by the family when CONTRACTOR begins service, or at any time during service provision.

- 6.5 A maximum of 40 hours of service per youth may be provided through this contract.
- 6.6 CONTRACTOR shall maintain Tutoring Progress Reports (Exhibit A-7) for each youth on a monthly basis.
  - 6.6.1 The reports shall be made available for CPM's review upon request.

Tutoring Sessions

- 6.7 Individual tutoring sessions shall be provided at a maximum of two (2) hours per session, two sessions per week.
- 6.8 Contractor may provide group tutoring for a maximum of four (4) hours upon receipt of prior approval from the County.
- 6.9 An additional session is permissible during the week for the sole purpose of administering an assessment test.
- 6.10 Tutoring Attendance Reports (Exhibit A-4) shall be signed by the caregiver at the end of each tutoring session.
- 6.11 CONTRACTOR must verify appointments by phone or email four (4) hours in advance in efforts to avoid missed appointments.

Termination of Services

- 6.12 CONTRACTOR shall grant the COUNTY access to its online reports when services to a youth have been terminated. The online report shall include, but not limited to, the following information:
  - a) Service completion date;
  - b) Explanation for termination of service; and
  - c) Service termination resulting from youth's failure to comply with program requirement or failure to participate.

**7.0 REFERRAL PROCESS**

- 7.1 The County shall provide the youth's information to the Contractor using an online referral application system.
- 7.2 CONTRACTOR shall acknowledge receipt of the referral by the COUNTY via online-automated notification system or within twenty-four (24) hours if by email.
- 7.3 CONTRACTOR shall process the referral and contact the youth's caregiver to schedule the first tutoring session within ten (10) business days.
  - 7.3.1 The first tutoring session shall be scheduled within five (5) business days after the initial contact with the caregiver or foster parent.

- 7.4 CONTRACTOR shall inform the caregiver via e-mail or telephone the assigned tutor's name, date of assignment, and the date of the first tutoring session.
- 7.4.1 At the first tutoring session, CONTRACTOR shall inform the youth and caregiver of the tutoring program's goals and expectations.
- 7.5 CONTRACTOR shall communicate with CPM to address problems or concerns with processing the referrals or scheduling the youth for tutoring services.
- 7.6 At CPM's request, CONTRACTOR shall provide CPM, or designated staff, access to the online application and referral system used to monitor and track the youth tutoring hours and overall progress.

## **8.0 SERVICES INTERRUPTION**

- 8.1 When a youth has undergone a change of placement, CONTRACTOR shall contact the CSWs or Deputy Probation Officer (DPO) to locate the youth within five (5) business days.
- 8.2 CONTRACTOR shall contact the youth's new placement within two (2) business days.
- 8.2.1 CONTRACTOR shall obtain the new caregiver's, parent's, or guardian's signature on the youth's attendance log, if the youth remains eligible for tutoring, and continue to provide tutoring to the youth.
- 8.2.2 The new caregiver's, parent's, or guardian's information shall be updated on the CONTRACTOR'S database.
- 8.3 CONTRACTOR shall keep CPM informed of any interruption in services after the youth has changed placement if the youth remains eligible for tutoring.
- 8.4 CONTRACTOR shall notify CPM within two (2) business days, if a youth is considered for termination for one of the following reasons:
- a) A tutoring session is not scheduled with a caregiver after three attempts by CONTRACTOR;
  - b) The youth or caregiver declines tutoring services; or
  - c) The youth has missed two consecutive tutoring sessions.
- 8.5 CONTRACTOR shall communicate with CPM to address any issues that interfere with a youth's lessons or learning process.

## **9.0 ASSESSMENTS**

- 9.1 Pre-service Assessments: CONTRACTOR shall administer Pre-service Assessments for each youth. The results shall be provided to the COUNTY and used to establish the baseline data required to develop a Case Plan.
- a) Within two (2) weeks of assessment, the CONTRACTOR upon CPM's request will make Pre-service Assessments available.

- b) CONTRACTOR shall complete the Pre-service Assessments during the first scheduled tutoring session for each youth.
- c) CONTRACTOR shall use the industry standard assessments to establish a baseline data.

9.2 Post-service Assessments: CONTRACTOR shall administer the Post-service Assessments for each youth at the completion of the service provision, at end of the school year, or no later than one day before the end of the Contract term.

- a) Within two weeks of receipt, CONTRACTOR shall provide to the CSW, DPO and CPMs a copy of each Post-service Assessment.
- b) Should the CONTRACTOR be unable to complete an assessment, CONTRACTOR shall notify the COUNTY and document the reasons within two (2) weeks of the event.
- c) CONTRACTOR shall track the academic progress of each youth as compared with the results of the Pre-Service Assessments.
- d) CONTRACTOR shall ensure that youth meet the Program Outcome Goals summarized in Table 1.

<b>PROGRAM OUTCOME SUMMARY</b>		<b>TABLE 1</b>
<b>PRE TEST and POST TEST COMPARISON</b>		
<b>PROGRAM OUTCOME GOALS: Improve academic performance.</b> Ensure that all participating youth receive necessary and appropriate services to properly evaluate and address their academic needs.		
<b>OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS</b>	<b>DATA COLLECTION</b>
Academic Improvement	75% of all participating youth shall reflect improvement in tutored subject(s). Measurement(s) are based on comparison of PRE TEST and POST TEST scores. Of those youth showing improvement: <ol style="list-style-type: none"> <li>1. 50% shall reflect improvement of at least 10 percentage points in the pre and post assessment comparisons, and</li> <li>2. The remaining 50% of the youth shall reflect improvement of at least 20 percentage points in the pre and post assessment comparisons</li> </ol>	PRE TEST and POST TEST score comparison and grading will be performed by CONTRACTOR

**Assessment Testing**

9.3 CONTRACTOR shall use one of the following preapproved assessment tests:

- a) Stanford Diagnostic (Math and Language) pre/post assessment.

- b) Achieve (Reading, Math & Lang Arts) pre/post assessment
- c) Brigance Reading & Math for pre/post assessment
- d) Scantron pre/post assessment
- e) RAT4 assessment tool for pre/post

- 9.4 Youth shall be tested in all sections and subtests prescribed for the 4 - 21 age group in the testing materials. Each youth will be tutored regardless of the subject.
- 9.5 Assessment tests shall be administered after completion of 40 hours of tutoring services or at the conclusion of tutoring; whichever occurs first.
- 9.6 CONTRACTOR shall provide a written summary of the youths' progress and achievement upon the conclusion of the contract. This summary shall include the academic growth of all participants. This summary will include a visual graph identifying all levels of achievement including no academic growth or declining achievement.
- 9.7 CONTRACTOR shall maintain an electronic spreadsheet with youths' information. This information shall include: 1) complete name, 2) date of birth, 3) youths' address, 4) pre/post-test scores, 5) dates and hours of tutoring, 6) tutor's name, 7) start date and completion date, 8) probation referral name, and 8) contact telephone number.

## **10.0 GREEN INITIATIVES**

- 10.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 10.2 Contractor shall notify CPM of its new green initiatives before the contract commencement.

## **11.0 MATERIALS AND EQUIPMENT**

- 11.1 It is the sole responsibility of the Contractor to purchase and supply all materials and equipment to perform the terms of the contract.

## **12.0 RECORDS**

- 12.1 CONTRACTOR shall maintain all records in accordance with Section 47.0, Record Retention and Inspection/Audit Settlement, of this Contract.
- 12.2 CONTRACTOR shall maintain records documenting the services provided to youth under this Contract. At a minimum, CONTRACTOR records shall include the following:
  - a) DCFS and Probation Referral forms;
  - b) Progress notes;
  - c) Tutoring Sign-in sheets;
  - d) Attendance Monitoring; and
  - e) Weekly Progress Reports

- 12.3 CONTRACTOR shall immediately make all records available to COUNTY for review upon request.



- 12.4 CONTRACTOR shall create and maintain attendance logs (Tutoring Attendance Report-Exhibit A-4) to document the youth that attend and receive tutoring services. The Tutoring Attendance Reports shall include the following:
- a) Each youth's Name (printed);
  - b) Date of tutoring services;
  - c) Location of tutoring services;
  - d) Number of hours of one-on-one tutoring services for each youth; and
  - e) Number of hours of small group tutoring services for each youth.
  - f) Name of the department that referred the youth (Probation or DCFS).
- 12.5 CONTRACTOR shall complete the Tutoring Attendance Summary Report (Exhibit A-5) that will summarize the monthly individual Tutoring Attendance Reports.
- 12.6 CONTRACTOR shall include the Tutoring Attendance Summary Report (Exhibit A-5), Tutoring Attendance Reports (Exhibit A-4), and Group Sign-in Sheets (Exhibit A-6) with their monthly invoice.

## 13.0 REPORTS

### 13.1 Monthly Reports:

- 13.1.1 CONTRACTOR shall submit separate, comprehensive electronic monthly reports to DCFS and Probation CPMs regarding each Department's respective youth.
- 13.1.2 CONTRACTOR shall submit monthly reports by the second week of the month that follows the subject month of the report.
- 13.1.3 CONTRACTOR shall submit monthly reports by the 15<sup>th</sup> day of the month or by the next business day if the 15<sup>th</sup> is a weekend or Holiday.
- 13.1.4 CONTRACTOR's monthly reports shall include, but not be limited to, the following:
- a) Date the report is completed;
  - b) The monthly period covered by the report;
  - c) Number of youth enrolled;
  - d) Names of active, inactive or terminated status youth, and the reasons for inactivity or termination;
  - e) The level and type of services received by each youth;
  - f) Youth attendance logs for all tutoring sessions indicating the number of hours tutored; and
  - g) The results of all Assessments completed for the reported month.
- 13.1.5 CONTRACTOR's monthly reports shall include copies of all Corrective Action Plans, if applicable, during the prior month and notes on any changes to internal policies or procedures required to comply with any Corrective Action Plans.

13.1.6 Upon request, CONTRACTOR shall provide DCFS and Probation with additional data relative to youth's progress.

13.1.7 CONTRACTOR's monthly report and subsequent revisions thereto, shall contain, at minimum, the information in 14.4 above. CONTRACTOR shall submit the report in an electronic spreadsheet that may be formatted to determine results by COUNTY. CPM shall determine the format.

### 13.2 End of School Year Summary Report

13.2.1 By July 31 of each year, CONTRACTOR shall prepare a report that summarizes the data contained in all Monthly Reports for the school year and submit a copy of the report to each CPM.

### 13.3 Summary of Contract Deliverables:

- 1) CONTRACTOR's Tutoring Referrals Report (English/Spanish)
- 2) Tutoring Attendance Report (Exhibit A-4)
- 3) Tutoring Attendance Summary Report (Exhibit A-5)
- 4) Group Tutoring Sign-in Sheet (Exhibit A-6)
- 5) Tutoring Progress Report (Exhibit A-7)
- 6) Assessment Pre-Test and Post-Test
- 7) Completion of all Pre-Test and Post Test
- 8) Electronic Data Reporting Spread Sheet
- 9) Summary closeout report on all youth to document academic growth or decline.

## **PART C – PROGRAM OUTCOME SUMMARY**

### **14.0 PERFORMANCE AND OUTCOME GOALS**

14.1 This Contract adheres to the outcome goals established by the COUNTY for Child Safety and Well-Being. The Monthly and End of School Year Reports shall be utilized for monitoring goals established for the services provided under this Contract. Other sources may be utilized, including, but not limited to, the following:

- 1) Monthly Reports (refer to Subsections 14.1 - 14.7);
- 2) End-of school-year Summary Report (refer to Subsection 14.8);
- 3) Youth Interviews by COUNTY, as deemed appropriate.

14.1.1 Child Safety is defined as freedom from abuse and neglect. CONTRACTOR shall ensure Child Safety under this Contract including strict adherence to the following objectives, which are summarized in Table 2:

- a) 100% of suspected child abuse and neglect incidents shall be reported to the Child Protection Hotline.
- b) CONTRACTOR shall be deemed a mandated reporter under the Penal Code, Sections 11164-11165.9, and shall report any suspected child neglect or abuse directly to the Child Protection Hotline at: 1-800-540-4000, and shall send written

notification to the COUNTY Program Managers. CONTRACTOR may additionally contact law enforcement.

**PROGRAM OUTCOME SUMMARY – SAFETY**

**TABLE 2**

**PROGRAM OUTCOME GOALS:** Ensure that youth are free from abuse and neglect for the duration of the Contract.

OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
Substantiated allegations against CONTRACTOR.	100% of the corrective action plan successfully implemented.	<ul style="list-style-type: none"> <li>• Corrective Action Plans</li> <li>• Tutoring Progress Reports and Monthly Service Reports</li> <li>• Annual Summary Reports</li> <li>• Special Incident Reports</li> <li>• Child / Children Interview</li> </ul>
CONTRACTOR shall report all suspected child abuse and neglect incidents.	100% of suspected child abuse and neglect incidents reported to the Child Protection Hotline and/or appropriate law enforcement agency.	

**PART D – QUALITY ASSURANCE PLAN**

**15.0 QUALITY ASSURANCE PLAN**

- 15.1 CONTRACTOR shall produce and implement a Quality Assurance Plan (QAP) to monitor and evaluate its performance and ensure that Contract requirements are met.
- 15.2 CONTRACTOR shall incorporate the use of Exhibit A-1, Performance Requirements Summary, in its QAP and include a plan to ensure uninterrupted Contract service in the event of a strike by either party’s employees or other potential disruption in service.
- 15.3 CONTRACTOR shall provide a copy of its QAP to CPM when the Contract commences. As any changes occur, CONTRACTOR shall maintain documentation of its scheduled (quarterly or semi-annual) monitoring and evaluation activities.
- 15.4 CONTRACTOR shall: 1) within one (1) business day, notify each CPM of any difficulty, problem, or incident that may affect or delay the progress or performance of the contract; and 2) work with each CPM to resolve such issues.
- 15.5 CONTRACTOR shall work with each CPM to quickly resolve any issues that emerge regarding CONTRACTOR’s performance, and shall resolve all issues within thirty (30) days unless otherwise agreed by both parties.
- 15.6 Each CPM, or other authorized personnel, will monitor CONTRACTOR’s performance in accord with Part II, Section 23.0, COUNTY’s Quality Assurance Plan, of the Contract, and Exhibit A-1, Performance Requirements Summary.
- 15.7 If service delivery is deficient or Contract performance is not met, the CPM(s) will notify CPD by phone, email, written notice, or User Complaint Report (UCR), Exhibit A-7 CONTRACTOR shall respond within two (2) business days of receipt.

**EXHIBIT A-1: PERFORMANCE REQUIREMENTS SUMMARY**

<b>REQUIRED SERVICES</b>	<b>PERFORMANCE STANDARD</b>	<b>MONITORING METHOD</b>	<b>REMEDIES FOR NON-COMPLIANCE</b>
<p>1. CONTRACTOR shall ensure that 100% of Youth receive pre assessments using an assessment test approved by the CPMs.</p> <p>2. CONTRACTOR shall ensure that 90% of youth who complete tutoring receive a post tutoring assessment.</p> <p>3. CONTRACTOR shall provide all completed assessments and reports as specified in this SOW.</p>	<p>No more than two substantiated incidents of non-compliance within a 12-month period.</p>	<p>COUNTY will monitor the CONTRACTOR's performance to ensure its compliance with the Contract and the delivery of services.</p>	<p>For each substantiated incident of non-compliance with the Contract, CONTRACTOR shall respond in writing within 48 hours from receipt of a written notice of the incident.</p> <p>CONTRACTOR's response shall include an explanation of the problem and a Corrective Action Plan (CAP), which shall be subject to COUNTY approval.</p> <p>The CONTRACTOR's invoice is subject to a single deduction of \$100 by the COUNTY, at its sole discretion, when the following occurs:</p> <ol style="list-style-type: none"> <li>1. For each documented and substantiated incident of non-compliance after two such previous incidents within a 12-month period; and</li> <li>2. For each written response and/or CAP submitted by CONTRACTOR (for a documented and substantiated incident of non-compliance) that the COUNTY rejects as incomplete and/or unsatisfactory; or</li> <li>3. For each documented and substantiated incident of non-compliance whereby CONTRACTOR fails to submit a written response and/or CAP, as required.</li> </ol>

### Budget for Tutoring and Education Support Services

Contract between County of Los Angeles Department of Children & Family Services (DCFS) & Probation Department (Probation) & Los Angeles County Office of Education (LACOE)

LACOE, in partnership with DCFS and Probation, is proposing a Tutoring and Education Support Services Contract, which will provide tutoring services for students in foster care. The budget for this contract consists of cost reimbursements for work performed by a 100% FTE and a fixed fee for services.

#### A. DCFS Staffing (75% of contract amount)

Direct Cost	FTE	Hourly Rate	Monthly Salary	Annual Salary
Data Entry Services	1	\$23.44 per hour	\$3,750	\$45,000
Indirect Cost	FTE	Hourly Rate	Monthly Salary	Annual Salary
N/A	0	0	0	0
			<b>TOTAL</b>	<b>\$45,000</b>

#### B. DCFS Services (75% of contract amount)

Direct Cost	Per Hour Rate	20 Hours Base Per Student	Approx. Service Count	Approx. Cost
Individual Tutoring Services	\$55 per hour (80%)	\$1,100	677	\$744,000
Higher Level Learning Tutoring Services	\$65 per hour (10%)	\$1,300	72	\$93,000
Group Tutoring Services	\$70 per hour (10%)	\$1,400	67	\$93,000
		<b>TOTAL</b>	<b>815</b>	<b>\$930,000</b>

**DCFS (A + B) Totals = \$975,000**

A. Probation Staffing (25% of contract amount)

Direct Cost	FTE	Hourly Rate	Monthly Salary	Annual Salary
Data Entry Services	1	\$7.81 per hour	\$1,250	\$15,000
Indirect Cost	FTE	Hourly Rate	Monthly Salary	Annual Salary
N/A	0	0	0	0
			<b>TOTAL</b>	<b>\$15,000</b>

B. Probation Services (25% of contract amount)

Direct Cost	Per Hour Rate	20 Hours Base Per Student	Approx. Service Count	Approx. Cost
Individual Tutoring Services	\$55 per hour (80%)	\$1,100	226	\$248,000
Higher Level Learning Tutoring Services	\$65 per hour (10%)	\$1,300	24	\$31,000
Group Tutoring Services	\$70 per hour (10%)	\$1,400	23	\$31,000
		<b>TOTAL</b>	<b>273</b>	<b>\$310,000</b>

**Probation (A + B) Totals = \$325,000**

## **Budget Narrative for Tutoring and Education Support Services**

### **Contract between County of Los Angeles Department of Children & Family Services (DCFS) & Probation Department (Probation) & Los Angeles County Office of Education (LACOE)**

LACOE, in partnership with DCFS and Probation, will work together to implement the Tutoring and Education Support Services Contract, which will provide tutoring services for students in foster care. This contract is a cost reimbursement contract, and the cost will mainly consist of a full-time clerical staff's salary and hourly tutoring costs at fixed rates. The maximum annual contract sum is \$1,300,000. The percentage split between DCFS and Probation will be as follows: DCFS will contribute 75% of the contract amount up to \$975,000, and Probation will contribute 25% of the contract amount up to \$325,000.

#### **DCFS Budget Narrative**

##### LACOE's Staffing Cost for DCFS:

DCFS will share 75% of the cost of one full-time data entry clerk, which equals to \$23.44 of the clerk's hourly rate. This will result in a monthly salary of \$3,750, or an annual salary of \$45,000.

This individual will be responsible for maintaining all data components to meet the required County compliance standards for this contract. This will include, but is not limited to, entering data related to tutoring services, reviewing records related to pre and post-testing, assisting with invoicing, creating reports, and maintaining quality assurance.

LACOE will not include any indirect costs for this contract. However, the subcontractors that will provide tutoring services will incur indirect costs. The hourly tutoring costs will cover or pay the subcontractors' direct and indirect costs.

##### DCFS Services

Services rendered under the proposed Tutoring and Education Support Services Contract will consist of tutoring services provided in one of the following three formats.

- 1) Individual tutoring services - which will consist of approximately 80% of the students we serve - will provide one-on-one tutoring at a cost of \$55 per hour. Students are serviced up to 20 hours with a maximum of 40 hours. Using 20 hours as a base, 20 hours multiplied by the \$55 rate results in a \$1,100 cost per student. Based on experience, approximately 80% of our students will be serviced in this format. We expect to tutor approximately 677 students with this format at an approximate total cost of \$744,000.
- 2) The higher level learning tutoring services - which will consist of approximately 10% of the students we serve - will provide one-on-one tutoring with students on higher level course work (such as AP English or Math) at a cost of \$65 per hour. Students are serviced up to 20 hours with

a maximum of 40 hours. Using 20 hours as a base, 20 hours multiplied by the \$65 rate results in a \$1,300 cost per students. Based on experience, approximately 10% of our students will be serviced in this format. We expect to tutor approximately 72 students with this format at an approximate total cost of \$93,000

- 3) Group tutoring services - which will consist of approximately 10% of the students we serve - will provide a group tutoring format at a cost of \$70 per hour. Students are serviced up to 20 hours with a maximum of 40 hours. Using 20 hours as a base, 20 hours multiplied by the \$70 rate results in a \$1,400 cost per students. Based on experience, approximately 10% of our students will be serviced in this format. We expect to tutor approximately 67 students at an approximate total cost of \$93,000.

### DCFS Totals

The annual cost of the data entry clerical staff at \$45,000 plus the total expected tutoring services with the three formats at \$930,000 (\$744,000 for individual tutoring, \$93,000 for higher level learning tutoring, and \$93,000 for group tutoring) results in a total cost of \$975,000.

### **Probation Budget Narrative**

#### LACOE Staffing Cost for Probation:

Probation will share 25% of the cost of one full-time data entry clerk, which equals to \$7.81 of the clerk's hourly rate. This will result in a monthly salary of \$1,250 or an annual salary of \$15,000.

This individual will be responsible for maintaining all data components to meet the required County compliance standards for this contract. This will include, but is not limited to, entering data related to tutoring services, reviewing records related to pre and post-testing, assisting with invoicing, creating reports, and maintaining quality assurance.

LACOE will not include any indirect costs for this contract. However, the subcontractors that will provide tutoring services will incur indirect costs. The hourly tutoring costs will cover or pay the subcontractors' direct and indirect costs.

#### Probation Services

Services rendered under the proposed Tutoring and Education Support Services Contract will consist of tutoring services provided in one of three formats.

- 1) Individual tutoring services - which will consist of approximately 80% of the students we serve - will provide a one-on-one tutoring at a cost of \$55 per hour. Students are serviced up to 20 hours with a maximum of 40 hours. Using 20 hours as a base, 20 hours multiplied by the \$55 rate results in a \$1,100 cost per student. Based on experience, approximately 80% of our students will receive tutoring services in this format. We expect to tutor approximately 226 students at an approximate total cost of \$248,000.



- 2) The higher level learning tutoring services - which will consist of approximately 10% of the students we serve - will provide one-on-one tutoring with students on higher level course work (such as AP English or Math) at a cost of \$65 per hour. Students are serviced up to 20 hours with a maximum of 40 hours. Using 20 hours as a base, 20 hours multiplied by the \$65 rate results in a \$1,300 cost per student. Based on experience, estimated 10% of our students will receive tutoring services in this format. We expect to tutor approximately 24 students at a total approximate cost of \$31,000.
- 3) Group tutoring services - which will consist of approximately 10% of the students we serve - will provide a group tutoring format at a cost of \$70 per hour. Students are serviced up to 20 hours with a maximum of 40 hours. Using 20 hours as a base, 20 hours multiplied by the \$70 rate results in a \$1,400 cost per student. Based on experience, estimated 10% of our students will be serviced in this format. We expect to tutor approximately 23 students at an approximate total cost of \$31,000.

### Probation Totals

The annual cost of the data entry clerical staff at \$15,000 plus the total expected tutoring services with the three formats at \$310,000 (\$248,000 for individual tutoring, \$31,000 for higher level learning class tutoring, and \$31,000 for group tutoring) results in a total cost of \$325,000.

### Subcontractor Cost Breakdown

The Los Angeles County Office of Education (LACOE) currently works with six tutoring subcontractors (or vendors). These vendors include: Achieve Success, Total Education Solutions, Apple Learning Company, Professional Tutoring of America, Able Academics, and Reach Professional In-Home Tutoring. All six companies were vetted through an RFP process and met the criteria required for contracting at the state and federal level.

LACOE's subcontractors have different pay rates for each of the tutoring levels. At the base rate for one-on-one tutoring, the prices vary from \$16 per hour to \$28 per hour. This is often an average base rate as companies may pay some tutors more based on their longevity within their company.

Personnel expenses range from company to company, ranging from approximately \$7 to \$19 per hour based on the type of tutoring services received (one-on-one, higher level, or group).

Organization structure and job responsibilities of our tutoring vendors vary from company to company.

#### Owners:

- Oversee all finances for this contract.
- Maintain insurances for the company which affects this contract.
- Review invoices for this contract to ensure they are correct prior to submitting to LACOE.
- Supervise staff that comes in contact with this contract – managers, office staff, and tutors.
- Ensure that correct training is provided to tutors who work on this contract including LACOE mandated trauma informed training program.
- Communicate with us as needed regarding this contract.
- Attend quarterly meetings to discuss information related to this contract.

- Ensure that company stays in compliance with this contracts and LACOE's tutoring contract & submits necessarily paperwork to maintain their relationship with LACOE such as amendments, RFP updates, and data.

#### Managers:

- Oversee payroll of staff that are working on this contract.
- Hire staff related to LACOE tutoring who will serve this contract.
- Provide the direct training for staff hired to work for LACOE and who will come in contact with this contract.
- Schedule students who are referred to LACOE for tutoring and will benefit by this contract.
- Work directly with LACOE staff on problem solving and resolution for cases involved with this contract.
- Maintain the day- to-day operations of the data systems that LACOE has in place for students receiving tutoring services under LACOE and this contract.
- Respond to emails send to them from LACOE that affect this contact.
- Contact caregivers who are served on this contract.
- Create the invoices for this contract.
- Attend quarterly meetings that discuss issues related to this contract.
- Completes all compliance related duties related to LACOE's tutoring contract and which affect this contract.

#### Office Staff:

- Assist with assignment distribution for this contract.
- Assist with date confirmation for this contract.
- Assist with follow-up for this contract.
- Assist with quality control for this contract.
- Assist with creating invoices and sending these invoices to LACOE for this contract.
- Assist with data entry into LACOE's data system that affects this contract.
- Assist with overflow of work from both the Managers and Owners dealing with this contract.

Indirect costs also vary from company to company, ranging from \$14 to \$30 per hour based on the type of tutoring serviced that are rendered (one-on-one, higher level, or group).

### **Summary of Direct and Indirect Costs**

LACOE's direct cost will be **one** FTE paid approximately \$31.25 per hour for a monthly salary of \$5,000 or an annual salary of \$60,000. LACOE does not have any indirect costs related to this contract.

The average direct cost for the combined tutoring subcontractors at a \$55 rate will be approximately 67%. This reduces to a 66% rate at the \$65 rate and 64% at the \$70 rate.

The average indirect cost for the combined tutoring subcontractors will be 33% at the \$55 rate. This slightly increases to 34% at the \$65 rate and 36% at the \$70 rate.

## Subcontractor Line Item Budget

<b>Able Academics 2017-18</b>						
<b>Direct Costs</b>	<b>Regular Tutoring \$55</b>		<b>Higher Level Tutoring \$65</b>		<b>Group Tutoring \$70</b>	
	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Tutor's Pay (MUST HAVE)	\$16.00	29.1%	\$18.00	27.7%	\$21.00	30.0%
<b>Personnel Expenses:</b>						
Staff A: Owner	\$7.00	12.7%	\$8.00	12.3%	\$8.00	11.4%
Staff B: Manager	\$6.00	10.9%	\$7.00	10.8%	\$7.00	10.0%
Staff C: Office Staff	\$3.00	5.5%	\$4.00	6.2%	\$4.00	5.7%
<b>Total Personnel Expenses</b>	<b>\$16.00</b>	<b>29.1%</b>	<b>\$19.00</b>	<b>29.2%</b>	<b>\$19.00</b>	<b>27.1%</b>
<b>Total Direct Cost (A)</b>						
	<b>\$32.00</b>	<b>58.2%</b>	<b>\$37.00</b>	<b>56.9%</b>	<b>\$40.00</b>	<b>57.1%</b>
<b>Indirect Costs</b>						
	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Staff Development	\$3.00	5.5%	\$4.00	6.2%	\$5.00	7.1%
Accounting/Bookkeeping	\$3.00	5.5%	\$4.00	6.2%	\$4.00	5.7%
Telephone/Fax/Internet	\$2.00	3.6%	\$2.00	3.1%	\$2.00	2.9%
Office Lease	\$2.00	3.6%	\$2.00	3.1%	\$2.00	2.9%
Supplies & Printing	\$10.00	18.2%	\$13.00	20.0%	\$14.00	20.0%
Parking & Travel						
Vehicle Lease & Operation						
Office Equipment	\$1.00	1.8%	\$1.00	1.5%	\$1.00	1.4%
Insurance	\$2.00	3.6%	\$2.00	3.1%	\$2.00	2.9%
OTHER:						
OTHER:						
OTHER:						
<b>Total Indirect Costs (B)</b>						
	<b>\$23.00</b>	<b>41.8%</b>	<b>\$28.00</b>	<b>43.1%</b>	<b>\$30.00</b>	<b>42.9%</b>
<b>GRAND TOTAL (A+B)</b>						
	<b>\$55.00</b>	<b>100.0%</b>	<b>\$65.00</b>	<b>100.0%</b>	<b>\$70.00</b>	<b>100.0%</b>
	Above should = \$55	Above should = 100%	Above should = \$65	Above should = 100%	Above should = \$70	Above should = 100%

N/A = not offered

## Subcontractor Line Item Budget

<b>Achieve Success 2017-18</b>						
<b>Direct Costs</b>	<b>Regular Tutoring \$55</b>		<b>Higher Level Tutoring \$65</b>		<b>Group Tutoring \$70</b>	
	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Tutor's Pay (MUST HAVE)	\$28.00	50.9%	N/A	N/A	N/A	N/A
<b>Personnel Expenses:</b>						
Staff A: Owner	\$2.00	3.6%				
Staff B: Manager	\$5.00	9.1%				
Staff C: Office Staff						
<b>Total Personnel Expenses</b>	<b>\$7.00</b>	<b>12.7%</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Total Direct Cost (A)</b>	<b>\$35.00</b>	<b>63.6%</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Indirect Costs</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Staff Development						
Accounting/Bookkeeping						
Telephone/Fax/Internet						
Office Lease						
Supplies & Printing						
Parking & Travel						
Vehicle Lease & Operation						
Office Equipment						
Insurance	\$8.00	14.6%				
OTHER: Taxes	\$7.00	12.7%				
OTHER: Tax Preparation	\$5.00	9.1%				
OTHER:						
<b>Total Indirect Costs (B)</b>	<b>\$20.00</b>	<b>37.4%</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>GRAND TOTAL (A+B)</b>	<b>\$55.00</b>	<b>100.0%</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
	Above should = \$55	Above should = 100%	Above should = \$65	Above should = 100%	Above should = \$70	Above should = 100%

N/A = not offered

## Subcontractor Line Item Budget

<b>Apple Learning 2017-18</b>						
<b>Direct Costs</b>	<b>Regular Tutoring \$55</b>		<b>Higher Level Tutoring \$65</b>		<b>Group Tutoring \$70</b>	
	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Tutor's Pay (MUST HAVE)	\$20.00	36.4%	\$26.00	40.0%	N/A	N/A
Personnel Expenses:						
Staff A: Owner	\$8.00	14.6%	\$9.00	13.9%		
Staff B: Manager	\$6.00	10.9%	\$7.00	10.8%		
Staff C: Office Staff						
<b>Total Personnel Expenses</b>	<b>\$14.00</b>	<b>25.5%</b>	<b>\$16.00</b>	<b>24.6%</b>	<b>N/A</b>	<b>N/A</b>
<b>Total Direct Cost (A)</b>	<b>\$34.00</b>	<b>61.8%</b>	<b>\$42.00</b>	<b>64.6%</b>	<b>N/A</b>	<b>N/A</b>
<b>Indirect Costs</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Staff Development	\$3.00	5.5%	\$4.00	6.2%		
Accounting/Bookkeeping	\$1.00	1.8%	\$1.00	1.5%		
Telephone/Fax/Internet	\$1.00	1.8%	\$1.00	1.5%		
Office Lease	\$1.00	1.8%	\$1.00	1.5%		
Supplies & Printing	\$1.00	1.8%	\$1.00	1.5%		
Parking & Travel	\$0.50	0.9%	\$0.50	0.8%		
Vehicle Lease & Operation	\$0.50	0.9%	\$0.50	0.8%		
Office Equipment	\$1.00	1.8%	\$1.00	1.5%		
Insurance	\$2.00	3.6%	\$2.00	3.1%		
OTHER: Taxes	\$9.00	16.4%	\$9.00	13.9%		
OTHER: Miscellaneous	\$1.00	1.8%	\$1.00	1.5%		
OTHER: Tutor Recruitment			\$1.00	1.5%		
<b>Total Indirect Costs (B)</b>	<b>\$21.00</b>	<b>38.2%</b>	<b>\$23.00</b>	<b>35.4%</b>	<b>N/A</b>	<b>N/A</b>
<b>GRAND TOTAL (A+B)</b>	<b>\$55.00</b>	<b>100.0%</b>	<b>\$65.00</b>	<b>100.0%</b>	<b>N/A</b>	<b>N/A</b>
	Above should = \$55	Above should = 100%	Above should = \$65	Above should = 100%	Above should = \$70	Above should = 100%

N/A = not offered

# Subcontractor Line Item Budget

<b>Professional Tutoring of America 2017-18</b>						
<b>Direct Costs</b>	<b>Regular Tutoring \$55</b>		<b>Higher Level Tutoring \$65</b>		<b>Group Tutoring \$70</b>	
	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Tutor's Pay (MUST HAVE)	\$28.00	50.9%	\$35.00	53.9%	\$40.00	57.1%
Personnel Expenses:						
Staff A: Owner	\$5.00	9.1%	\$6.00	9.2%	\$6.00	6.8%
Staff B: Manager	\$3.00	5.5%	\$4.00	6.2%	\$4.00	5.7%
Staff C: Office Staff						
<b>Total Personnel Expenses</b>	<b>\$8.00</b>	<b>14.6%</b>	<b>\$10.00</b>	<b>15.4%</b>	<b>\$10.00</b>	<b>14.3%</b>
<b>Total Direct Cost (A)</b>	<b>\$36.00</b>	<b>65.5%</b>	<b>\$45.00</b>	<b>69.2%</b>	<b>\$50.00</b>	<b>71.4%</b>
<b>Indirect Costs</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Staff Development						
Accounting/Bookkeeping	\$5.00	9.1%	\$5.00	7.7%	\$5.00	7.1%
Telephone/Fax/Internet	\$2.00	1.8%	\$2.00	3.1%	\$2.00	2.9%
Office Lease	\$3.00	5.5%	\$3.00	4.6%	\$3.00	4.3%
Supplies & Printing	\$3.00	5.5%	\$3.00	4.6%	\$3.00	4.3%
Parking & Travel						
Vehicle Lease & Operation						
Office Equipment	\$2.00	1.8%	\$2.00	3.1%	\$2.00	2.9%
Insurance	\$4.00	7.3%	\$5.00	7.7%	\$5.00	7.1%
OTHER:						
OTHER:						
OTHER:						
<b>Total Indirect Costs (B)</b>	<b>\$19.00</b>	<b>34.5%</b>	<b>\$20.00</b>	<b>30.8%</b>	<b>\$20.00</b>	<b>28.6%</b>
<b>GRAND TOTAL (A+B)</b>	<b>\$55.00</b>	<b>100.0%</b>	<b>\$65.00</b>	<b>100.0%</b>	<b>\$70.00</b>	<b>100.0%</b>
	Above should = \$55	Above should = 100%	Above should = \$65	Above should = 100%	Above should = \$70	Above should = 100%

N/A = not offered

# Subcontractor Line Item Budget

<b>REACH In-Home Tutoring 2017-18</b>						
<b>Direct Costs</b>	<b>Regular Tutoring \$55</b>		<b>Higher Level Tutoring \$65</b>		<b>Group Tutoring \$70</b>	
	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Tutor's Pay (MUST HAVE)	\$25.00	50.9%	\$28.00	43.1%	N/A	N/A
Personnel Expenses:						
Staff A: Owner	\$8.00	14.6%	\$8.00	12.3%		
Staff B: Manager	\$8.00	14.6%	\$9.00	13.9%		
Staff C: Office Staff	\$1.00	1.8%	\$2.00	3.1%		
Total Personnel Expenses	\$17.00	30.9%	\$19.00	29.2%	N/A	N/A
<b>Total Direct Cost (A)</b>						
	<b>\$42.00</b>	<b>76.4%</b>	<b>\$47.00</b>	<b>72.3%</b>	<b>N/A</b>	<b>N/A</b>
<b>Indirect Costs</b>						
	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Staff Development	\$0.50	0.9%	\$1.00	1.5%		
Accounting/Bookkeeping	\$1.65	3.0%	\$2.15	3.3%		
Telephone/Fax/Internet	\$1.25	2.3%	\$1.25	1.9%		
Office Lease	\$2.00	3.6%	\$2.00	3.1%		
Supplies & Printing	\$1.50	2.7%	\$2.50	3.9%		
Parking & Travel	\$0.50	0.9%	\$0.50	1.5%		
Vehicle Lease & Operation	\$1.50	2.7%	\$1.50	2.3%		
Office Equipment	\$1.50	2.7%	\$1.50	2.3%		
Insurance	\$1.60	2.9%	\$1.60	2.5%		
OTHER: Achieve Assessment	\$1.00	1.8%	\$1.00	1.5%		
OTHER: Teaching Material			\$3.00	4.6%		
OTHER:						
<b>Total Indirect Costs (B)</b>						
	<b>\$13.00</b>	<b>23.6%</b>	<b>\$18.00</b>	<b>27.7%</b>	<b>N/A</b>	<b>N/A</b>
<b>GRAND TOTAL (A+B)</b>						
	<b>\$55.00</b>	<b>100.0%</b>	<b>\$65.00</b>	<b>100.0%</b>	<b>N/A</b>	<b>N/A</b>
	Above should = \$55	Above should = 100%	Above should = \$65	Above should = 100%	Above should = \$70	Above should = 100%

N/A = not offered

# Subcontractor Line Item Budget

<b>Total Education Solutions 2017-18</b>						
<b>Direct Costs</b>	<b>Regular Tutoring \$55</b>		<b>Higher Level Tutoring \$65</b>		<b>Group Tutoring \$70</b>	
	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Tutor's Pay (MUST HAVE)	\$26.56	48.3%	N/A	N/A	N/A	N/A
Personnel Expenses:						
Staff A: Owner	\$2.34	4.3%				
Staff B: Manager	\$1.56	2.8%				
Staff C: Office Staff	\$10.16	18.5%				
<b>Total Personnel Expenses</b>	<b>\$14.06</b>	<b>25.6%</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Total Direct Cost (A)</b>						
	<b>\$40.62</b>	<b>73.9%</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Indirect Costs</b>						
	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>	<b>Dollar Amount</b>	<b>% of Total</b>
Staff Development	\$1.56	2.8%				
Accounting/Bookkeeping	\$0.78	1.4%				
Telephone/Fax/Internet	\$0.94	1.7%				
Office Lease	\$3.13	5.7%				
Supplies & Printing	\$1.17	2.1%				
Parking & Travel	\$0.55	1.0%				
Vehicle Lease & Operation						
Office Equipment	\$1.56	2.8%				
Insurance	\$1.56	2.8%				
OTHER: Benefits	\$3.13	5.7%				
OTHER:						
OTHER:						
<b>Total Indirect Costs (B)</b>						
	<b>\$14.38</b>	<b>26.1%</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>GRAND TOTAL (A+B)</b>						
	<b>\$55.00</b>	<b>100.0%</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
	Above should = \$55	Above should = 100%	Above should = \$65	Above should = 100%	Above should = \$70	Above should = 100%

N/A = not offered



# LOS ANGELES COUNTY OFFICE OF EDUCATION

(Address, City, State, Zip Code)

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

**INVOICE DATE**  
**INVOICE NO.**

Contract No.  
 Contract Period  
 DCFS Annual Fund                   \$ 975,000  
 Maximum Annual Contract Sum           \$ 1,300,000

**Program ID:**  
**Program Name: Tutoring and Education Support**

**Billing Information:**

Los Angeles County Office of Education  
 Address, City, State, Zip Code  
 Billing Section, contact: (name and phone number)

			SERVICE PERIOD			
			to			
			CURRENT BILLING			
Cost Categories	Budget	Previous Expenditure	No. of Hours	Expenditure this Period	Total Expenditure <small>(Previous + Current)</small>	Remaining Budget Balance <small>(Budget - Total Exp)</small>
<b>STAFFING:</b>						
Administrative Support Staff Monthly Cost (Salary + EB/12)	\$45,000			\$0.00	\$0.00	\$45,000
<b>SERVICE:</b>						
Individual Tutoring Services Tutoring Hours @ \$55 per hour	\$744,000			\$0.00	\$0.00	\$744,000
Higher Level Learning Tutoring Services Tutoring Hours @ \$65 per hour	\$93,000			\$0.00	\$0.00	\$93,000
Group Tutoring Services Tutoring Hours @ \$70 per hour	\$93,000			\$0.00	\$0.00	\$93,000
<b>SERVICE TOTAL:</b>	<b>\$930,000</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$930,000</b>
<hr/>						
<b>GRAND TOTAL</b>	<b>\$975,000</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$975,000</b>

Total Amt. Due

**\$0.00**

I declare, under penalty of perjury, that the foregoing invoice is reflective of the actual costs to provide services for the period listed.

X \_\_\_\_\_  
 LACOE Program Director, (Name)                   Date

X \_\_\_\_\_  
 DCFS Program Manager, (Name)                   Date

**LOS ANGELES COUNTY OFFICE OF EDUCATION**

(Address, City, State, Zip Code)

County of Los Angeles  
**PROBATION DEPARTMENT**  
**Attention: Accounting Division, Budget & Fiscal Officer**  
 9150 E. Imperial Hwy.  
 Downey, CA 90424

**INVOICE DATE**

**INVOICE NO.**

Contract No.  
 Contract Period  
 Probation Annual Fund \$ 325,000  
 Maximum Annual Contract Sum \$ 1,300,000

**Program ID:**  
**Program Name: Tutoring and Education Support**

**Billing Information:**

Los Angeles County Office of Education  
 Address, City, State, Zip Code  
 Billing question, contact: (name and phone number)

Cost Categories	Budget	Previous Expenditure	SERVICE PERIOD		Total Expenditure (Previous + Current)	Remaining Budget Balance (Budget - Total Exp)
			No. of Hours	Expenditure this Period		
			<b>to</b>			
			<b>CURRENT BILLING</b>			
<b>STAFFING:</b>						
Administrative Support Staff Monthly Cost (Salary + EB/12)	\$15,000			\$0.00	\$0.00	\$15,000
<b>SERVICE:</b>						
Individual Tutoring Services Tutoring Hours @ \$55 per hour	\$248,000			\$0.00	\$0.00	\$248,000
Higher Level Learning Tutoring Services Tutoring Hours @ \$65 per hour	\$31,000			\$0.00	\$0.00	\$31,000
Group Tutoring Services Tutoring Hours @ \$70 per hour	\$31,000			\$0.00	\$0.00	\$31,000
<b>SERVICE TOTAL:</b>	<b>\$310,000</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$310,000</b>
<hr/>						
<b>GRAND TOTAL</b>	<b>\$325,000</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$325,000</b>

**Total Amt. Due** **\$0.00**

I declare, under penalty of perjury, that the foregoing invoice is reflective of the actual costs to provide services for the period listed.

X \_\_\_\_\_  
 LACOE Program Director, (Name)                      Date

X \_\_\_\_\_  
 Probation Program Manager, (Name)                      Date

# Los Angeles County Office of Education Tutoring Attendance Report

**EXHIBIT A-4**

Company: \_\_\_\_\_

Month of: \_\_\_\_\_ 20 \_\_\_\_\_

STUDENT'S NAME (PRINT)		GRADE	REFERRING DEPARTMENT (CIRCLE ONE) <b>DCFS                  PROBATION</b>	
TUTORING START DATE	TUTORING END DATE	TUTOR'S NAME		
CAREGIVER'S NAME (PRINT)		CAREGIVER'S TELEPHONE NUMBER		
PREVIOUS HOURS TUTORED	HOURS TUTORED THIS MONTH	TOTAL HOURS TUTORED TO DATE	HOURS REMAINING	

**IMPORTANT INFORMATION FOR CAREGIVERS:**

Services are for **1:1** in home tutoring.

Each youth can receive up to 20 hours of service with the possibility of additional hours. Additional hours will be determined by need and student cannot exceed a maximum of 40 hours of tutoring services for the **2017-18** academic year.

**INSTRUCTIONS:** Caregivers, please sign at the end of **each tutoring session** to verify the "Start Time", "End Time", and "Total Hours". Note that student cannot sign unless he/she is 18 years and older and living in an independent home. Any concerns you may have can be addressed to Foster Youth Services by calling (562) 922-6161.

Date	Start Time	End Time	Total Hours	Individual	Higher Level Learning	Group	Subject(s) Tutored	Parent/Caregiver's Signature
9/22	8:00pm	9:30pm	1.5	✓	✓	AMP	EXAMPLE Math, History, etc.	EXAMPLE

*I hereby certify under penalty of perjury that the information contained on this form is true and correct. I understand that any material misrepresentation may subject me to non-payment for services that I have provided and criminal and/or civil actions.*

TUTOR SIGNATURE	DATE SIGNED
-----------------	-------------

Form No. 602-089 Rev. 11/28/2016

**Los Angeles County Office of Education  
Tutoring Attendance Summary Report**

**EXHIBIT A-5**

**Los Angeles County Office of Education  
Tutoring Attendance Summary Report by Service Period**

Service Period \_\_\_\_\_ to \_\_\_\_\_

No.	Referred Dept.	Student's Name	No. of Hours for Individual	No. of Hours for Higher Level Learning	No. of Hours for Group
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
<b>TOTAL OF HOURS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Grand Total  
of Hours**  
**0.00**

	Rate	\$55	\$65	\$70
<b>TOTAL EXPENDITURE (Hour x Rate)</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Grand Total  
Expenditure**  
**\$0.00**

**Los Angeles County Office of Education  
Tutoring And Education Support Services  
Group Tutoring Sign-in Sheet**

Company: \_\_\_\_\_

Tutoring Date: \_\_\_\_\_

TUTOR'S NAME	TUTORING TIME (START TO END)	TUTORING TOTAL HOURS	DEPARTMENT

NAME (PRINT)	Caregiver's Name (Print)	Caregiver's Signature	Caregiver's Phone Number

TUTORING PROGRESS REPORT

For the month of \_\_\_\_\_ 20\_\_\_\_.

NAME OF STUDENT (PRINT NAME)	TUTORING START DATE
TUTORING AGENCY	
NAME OF TUTOR (PRINT NAME)	TELEPHONE NUMBER (      )

<b>Week 1 Goal:</b>	Goal Met    Yes <input type="checkbox"/> No <input type="checkbox"/>
SUBJECT(S)	TUTORING SESSION DATES
PROGRESS TOWARDS GOAL: ----- -----	

<b>Week 2 Goal:</b>	Goal Met    Yes <input type="checkbox"/> No <input type="checkbox"/>
SUBJECT(S)	TUTORING SESSION DATES
PROGRESS TOWARDS GOAL: ----- -----	

<b>Week 3 Goal:</b>	Goal Met    Yes <input type="checkbox"/> No <input type="checkbox"/>
SUBJECT(S)	TUTORING SESSION DATES
PROGRESS TOWARDS GOAL: ----- -----	

<b>Week 4 Goal:</b>	Goal Met    Yes <input type="checkbox"/> No <input type="checkbox"/>
SUBJECT(S)	TUTORING SESSION DATES
PROGRESS TOWARDS GOAL: ----- -----	



**Los Angeles County  
Office of Education**

Serving Students • Supporting Communities • Leading Educators

Local ID \_\_\_\_\_

Form ID \_\_\_\_\_

**FOSTER YOUTH SERVICES  
TUTORING REFERRAL  
School Year: 2016-2017**

- \* Funding for Foster Youth Services can only be used for students (ages 4-21) residing within Los Angeles County who have an open DCPS/Dependency court case or an open Probation/Delinquency court case, living in a suitable placement.
- \* Students may be eligible to receive up to 20 hours of academic support, which may end prior to June 30.
- \* Services are based on need and availability of funding.
- \* This referral is valid for this school year only.

**Section I - To Be Completed by Referrer**

We encourage you to have a conversation with the student and caregiver before submitting a referral for tutoring services. \_\_\_\_\_

Has the student and caregiver been informed of and agreed to tutoring services? \_\_\_\_\_

Assembly Bill 854 states that services are to be coordinated and not duplicated. Therefore, if a student is currently receiving tutoring through their school or district a referral should not be submitted. If the school or district services end and the student is still in need of tutoring, you may complete a LACOE-PYSCP referral.

Is student currently receiving tutoring services from school or any other programs? \_\_\_\_\_

**Section II - Student and Caregiver Information**

NAME OF STUDENT (LAST NAME, FIRST NAME, MIDDLE NAME)	GENDER	DATE OF BIRTH	AGE	ETHNICITY
_____	_____	_____	_____	_____

SCHOOL CURRENTLY ATTENDING	SCHOOL DISTRICT	GRADE
_____	_____	_____

TYPE OF CURRENT PLACEMENT	AGENCY / GROUP HOME
_____	_____

Student has an IEP. (Specify academic needs.)  
 \_\_\_\_\_  
 \_\_\_\_\_

CAREGIVER NAME	PHONE	ALTERNATE PHONE	E-MAIL ADDRESS
_____	_____	_____	_____

ADDRESS  
 \_\_\_\_\_  
 \_\_\_\_\_

**Section III - Referral Information**

TYPE OF TUTORING REQUESTED	HS MATH	HS SCIENCE
_____	_____	_____

REASON FOR REFERRAL	HIGHER LEVEL
_____	_____
_____	_____

TUTORING COMPANY PREFERENCE	SPANISH-SPEAKING TUTOR
_____	_____

**Section IV - Contact Information**

CSW OR DPO	PHONE	E-MAIL ADDRESS
_____	_____	_____

REFERRER NAME, TITLE	PHONE	E-MAIL ADDRESS
_____	_____	_____

Certification Statement  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Certification \_\_\_\_\_ Date \_\_\_\_\_

**USER COMPLAINT REPORT**

This form is to be used by DCFS users of Services to report service discrepancies and/or failure to provide training 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 Project Director is not responding to messages.
- Contractor's staff not available or not responding to messages.
- Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**To report an urgent/serious problem, call County Program Manager and**

**Send UCR to:** CPM: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_



## CONTRACTOR'S EEO CERTIFICATION

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ 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 Contractor to sign this Contractor Acknowledgement and Confidentiality 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.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**Contractor shall ensure that this certification is executed and kept in employee’s personnel file and must be provided to the County upon request. (Work by the employee cannot begin on the Contract until this document is executed.)**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer 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 Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer 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 my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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 my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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 my employer 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 during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor 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 my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

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

**Contractor shall ensure that this certification is executed and kept in non-employee’s file and must be provided to the County upon request. (Work by the non-employee cannot begin on the Contract until this document is executed.)**

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 and Confidentiality 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.

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.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**DEPARTMENT OF AUDITOR-CONTROLLER  
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

*The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the County.*

**Revision: March 2014**

**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 Los Angeles County (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 system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.***

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

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

Accrual Basis

Under the accrual basis for recording financial transactions, 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:

Recorded accruals must be reversed in the subsequent accounting period.

- 1.1 If a CONTRACTOR 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 each year of the contract and at the end of the contract.

All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

- 1.2 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, or are applicable to that Agreement year.

- 2.0 Accounting System

Each CONTRACTOR 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 requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

- 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:

	<u>Debit</u>	<u>Credit</u>
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 cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost 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 cost classifications and description information required when a Cash Disbursements Journal is used.

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

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 the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The COUNTY recommends that CONTRACTORS 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 (at a minimum last four digits of the SSN)
- 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 discussed above must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 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 CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

## 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. CONTRACTOR shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were

destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

### 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, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

### 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, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. ***Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.***

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of

expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards 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. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), 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. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

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 beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. 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. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

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 shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

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

Loans from Employees/Related Parties – Loans to the CONTRACTOR by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a CONTRACTOR bank account. CONTRACTOR shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

### 3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), CONTRACTOR shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser 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 a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. COUNTY shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) 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 – Vendor 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. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

#### 5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation 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.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

#### 6.0 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 Circular.

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

***CONTRACTOR shall not 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. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.***

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's use. 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

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.



Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

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. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

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. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

### 1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

### 1.4 Bank Reconciliations

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

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

## 2.0 Disbursements

### 2.1 General

All disbursements (other than those made for petty cash purchases), shall be made using an Agency check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees

for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the 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 duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing 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 original 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, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. **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 card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded 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, the employee making the purchase, and the justification for 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 upon 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. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system

must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

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

#### 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.

### 3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee

performing the same or similar work should be paid proportionately less than a full-time salaried employee.

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 shall not make retroactive salary adjustments 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 transactions, or reconciling bank accounts.

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

#### 4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land cannot be depreciated. All other capital assets with an acquisition cost of \$5,000 or more shall be capitalized.

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

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

#### 4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before

making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY's contract.

#### Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

#### 4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, 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 source(s) 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 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).

The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.

For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.

Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

#### 4.4 Rental Costs of Buildings and Equipment

Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.

Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.

Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

#### 4.5 Security

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

#### 4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets 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 purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

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

- 5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the contractor's funds (e.g., prepare checks, etc.) shall be bonded.
- 6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

**C. COST PRINCIPLES****1.0 Policy**

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the 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 applicable OMB Circular(s). 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, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

**1.3 Budget Limitation**

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



**1.4 Unspent Funds**

CONTRACTOR shall return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

**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 Allocable Expenses**

For CONTRACTORS that operate programs or 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(s), agencies shall define their allocable expenses 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 for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

**2.1 Direct Costs**

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., 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 the employees' timecards and the payroll expenses 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 relevant and equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes 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 significant one-time expenses, or subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) describe the following allowable methods for allocating indirect costs:

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

### Simplified Allocation Method

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

Example:

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide direct 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)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rentals, 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
  - 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 (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- 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 which were 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. GOVERNANCE****OVERVIEW**

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation

misuse or dissipate scarce public resources

**1.0 Independence**

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

## 2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.

Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, officers, or employees.

Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive

compensation or benefits for the job of CEO and another job such as program manager, etc.

**3.0 Oversight Committees**

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

**Nominating Committee**

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

**Compensation and Benefits Committee**

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to establish compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

**Audit Committee**

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

**Annual Audit Duties:**

If the Organization expends federal awards in excess of \$500,000 in a year (\$750,000 for fiscal years beginning on or after December 26, 2014), the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.

The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.

The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of

the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

**Additional Audit Committee Duties**

The Audit Committee must:

Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.

Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:

Bookkeeping or other services related to the accounting records, or financial statement of the audit client;

Financial information systems design and implementation;

Internal audit outsourcing services;

Management functions or human resources;

Investment adviser or investment banking services;

Legal services and expert services unrelated to the audit.

**G. 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.

3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel;
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors;
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online:  
[www.lacountyfraud.org](http://www.lacountyfraud.org)

Email:  
hotline@auditor.lacounty.gov

Toll Free: (800) 544-6861

U.S. Mail: Los Angeles County Fraud Hotline  
Office of County Investigations  
Kenneth Hahn Hall of  
Administration  
500 W. Temple Street, Room 515  
Los Angeles, CA 90012



Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2015)

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

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#### 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 whose wages 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 2015 are less than \$53,267 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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 8, 2016.

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 download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

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

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2015)  
Cat. No. 205991

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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 but does not include:
  - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 Chief administrative Officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: 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)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

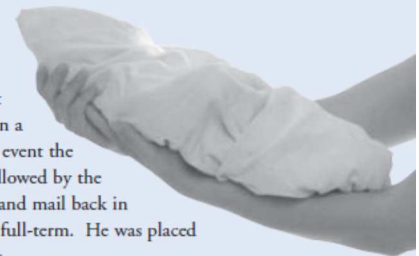
## What is the Safely Surrendered Baby Law?

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.*

## A baby's story

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



### 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.



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



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



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

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

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

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

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes 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 NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

**COUNTY PROGRAM MANAGER (DCFS):**

Name: Steve Sturm  
Title: Childrens Services Administrator II  
Address: 532 E Colorado #219  
Pasadena CA 91101  
Telephone: 626.229.3404 Facsimile: 626.397.9154  
E-Mail Address: sturms@dcfs.lacounty.gov

**COUNTY PROGRAM MANAGER (Probation):**

Name: Adam Bettino  
Title: Director, Placement Administrative Services/Title IV-E Waiver  
Address: 8300 S Vermont Ave  
Los Angeles, CA 90044  
Telephone: 323.730.4437 office Facsimile: 323.730.5127  
E-Mail Address: adam.bettino@probation.lacounty.gov

**CONTRACTOR’S COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

Contractor shall provide information about its encryption practices by completing this Exhibit J. By submitting this Exhibit J, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

<b>COMPLIANCE QUESTIONS</b>	<b>DOCUMENTATION AVAILABLE</b>			
	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
1) Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation Reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? * cloud storage, Software-as-a-Service or Saas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Contractor’s Name

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Contractor’s Official Title

---

Official’s Signature

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

**CONTRACTOR CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Part II - Standard Terms and Conditions, Section 13.0 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that contractor or a member of his staff performing work under the proposed Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date: