



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

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Board of Supervisors  
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Third District  
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Fourth District  
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Fifth District

May 29, 2018

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

19 May 29, 2018

CELIA ZAVALA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST TO APPROVE A CONTRACT WITH EDUCATION SPECIALIST SERVICES  
4 KIDS, LLC FOR EDUCATION ADVOCACY, LIAISON AND INTERVENTION 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 contract with Education Specialist Services 4 KIDS, LLC (ESS4K) for the provision of services to administer and oversee the Education Advocacy, Liaison and Intervention Services program.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or her designee, to execute a contract, substantially similar to Attachment A, with ESS4K to provide Education Advocacy, Liaison and Intervention Services for foster youth. The term of the contract will be effective July 1, 2018, or date of execution, for one year. The Maximum Contract Sum is \$5,038,500. DCFS will contribute \$2,184,000 annually, funded by 36 percent (\$786,240) federal funds, 33 percent (\$720,720) State funds, and 31 percent (\$677,040) net County cost (NCC). Probation will contribute \$1,175,000 annually, funded by 50 percent (\$587,500) federal funds, eight percent (\$94,000) State funds, and 42 percent (\$493,500) NCC. Sufficient funding is included in the Fiscal Year 2018-19 Budget.
2. Delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or her designee, to extend the contract term by written notice for a period not to exceed six months beyond June 30, 2019, if such additional time is necessary to complete the negotiation or solicitation of a new contract. Approval from County Counsel will be

obtained prior to extending the contract term, and the DCFS Director, or his designee, will notify the Board and the Chief Executive Office (CEO) in writing within 10 business days after extension.

3. Delegate authority to the 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 County Counsel will be obtained prior to executing such amendment, and the Director will notify the Board and the CEO in writing within 10 business days after execution.

4. Delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or her designee, to execute amendments to the contract for changes to the terms and conditions of the contract to meet program needs, provided that: (a) prior County Counsel approval is granted and (b) the 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 ESS4K to supply the services of education advocates to assist Children's Social Workers (CSW) and Deputy Probation Officers (DPO), parents, caregivers, youth, Education Rights Holder, and authorized DCFS staff with navigating the educational system in Los Angeles County and to assist school staff with navigating DCFS, the child welfare system, and the Juvenile Justice System. The Education Advocates are professional educators brought in to address the more challenging aspects of our youth's educational needs, such as disciplinary actions without due diligence (expulsions and suspensions), special education challenges, advocacy in Individual Education Program (IEP) meetings, enrollment disputes and denials, right to remain in their school-of-origin, credit recovery, etc. They know education law and code specific to foster youth, of which many schools are unaware, due to the foster youth population typically being only one percent of a school's population. These services ensure the educational needs and rights of youth under the supervision of DCFS or Probation, either voluntarily or by court jurisdiction, are addressed and that they receive and have access to academic assistance, educational resources, programs, services and benefits.

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

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal Number I – Strategy I.1.4, Support Educational Outcomes for Systems-Involved Youth. The County's Education Coordinating Council to partner with local school districts, LACOE, the Juvenile Court, DCFS and Probation to work towards improving educational outcomes for systems-involved youth by using Local Control Accounting Plans and incorporating other available supports.

### **FISCAL IMPACT/FINANCING**

The Maximum Contract Sum for the one-year term of the contract is \$3,359,000. The cost of the Contract for the one-year term plus one six-month renewal term is \$5,038,500 if the option to extend is exercised. DCFS will contribute \$2,184,000 financed using 36 percent (\$786,240) federal revenue, 33 percent (\$720,720) State revenue, and 31 percent (\$677,040) net County cost. Probation will contribute \$1,175,000 financed using 50 percent (\$587,500) federal funds, eight percent (\$94,000) State funds, and 42 percent (\$493,500) NCC. Sufficient funding is included in the Department's Fiscal Year 2018-19 budget request and will be included for subsequent fiscal years in DCFS' future budget requests.

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

California's enactment of the Local Control Funding Formula which provides funding and holds school districts accountable for the progressive educational improvement of foster youth provides the County of Los Angeles, Department of Children and Family Services and the Department of Probation an opportunity to support school districts in their efforts through the required Local Control Accountability Plans (LCAP) to be successful. The district LCAP require: goals for foster youth, actions the district will take to achieve these goals and the associated expenditures. The Education Advocacy, Liaison and Intervention Services Program is being established by DCFS and Probation, in part, to partner with school districts to work together to support the educational success of each foster or justice-involved youth.

Probation is partnering with DCFS on the Education Advocacy, Liaison and Intervention Services Program in order to provide comprehensive educational advocacy and support to Probation youth residing in the community who are at risk of entering out-of-home placement or camp. DCFS has provided similar services via independent contractors since 2007. In the last two fiscal years, on average 2,500 referrals were received and serviced each year by Education Consultants serving all 19 regional offices. Approximately 30 percent or 750 of the total referrals were 241.1 MDT referrals which required developing a written education assessment. Probation did not provide similar services in the past but it can be assumed the same workload can be expected. Probation currently serves approximately 6,000 youth in the community.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the service is of an extraordinary professional or technical nature and the contract is for a temporary one-year term. The Local Small Business Enterprise Preference Program (County Code Chapter 2.204) does not apply to this contract.

The Probation Department has reviewed and approved the contract.

The contract is in compliance with all Board and CEO requirements. County Counsel and the CEO have reviewed this Board letter. County Counsel approved the contract as to form.

## **CONTRACTING PROCESS**

The Department utilized a Request for Proposals (RFP) solicitation process to seek an agency to provide Education Advocacy, Liaison and Intervention Services to cover the 19 DCFS Regional offices and the five Probation District offices located throughout Los Angeles County.

Four proposals were evaluated for compliance with minimum requirements and were evaluated and scored by a team of qualified managers based on prospective contractors' knowledge of the required services as specified in the Statement of Work. Selection and evaluation included whether proposals were responsive and beneficial to the County, and were evaluated using the Informed Averaging Scoring Methodology. ESS4K submitted a proposal, received the highest average total score, thus is being recommended for the contract award.

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

Approval of the recommended action will enable DCFS and Probation to provide CSW/DPO with Education Advocates to advocate to schools on behalf of DCFS and Probation children on all issues pertaining to education in all Supervisorial Districts.

**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 and attachment 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,



BOBBY D. CAGLE  
Director



TERRI L. McDONALD  
Chief Probation Officer

BDC:KRLTI:CK

Enclosures

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**EDUCATION SPECIALIST SERVICES 4 KIDS, LLC**

**FOR**

**EDUCATION ADVOCACY, LIAISON AND  
INTERVENTION SERVICES**

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## **EXHIBITS**

- A STATEMENT OF WORK**
  - A-1 PERFORMANCE REQUIREMENTS SUMMARY
  - A-2 PRICING SCHEDULE
  - A-3 LINE ITEM BUDGET AND NARRATIVE
  - A-4 EDUCATION ASSESSMENT REPORT
  - A-5 AB 490 AND AB 1933 SUMMARY
  - A-6 INVOICE – DCFS
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- B CONTRACTOR'S EEO CERTIFICATION
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- E COUNTY'S ADMINISTRATION
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- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
EDUCATION SPECIALIST SERVICES 4 KIDS, LLC  
FOR  
EDUCATION ADVOCACY, LIAISON AND  
INTERVENTION SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the County of Los Angeles, hereinafter referred to as County and EDUCATION SPECIALIST SERVICES 4 KIDS, LLC, hereinafter referred to as "Contractor".

**RECITALS**

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

WHEREAS, County has determined that the services to be provided under this Contract are of an extraordinary professional nature; and

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

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, A-1 through A-7, B, C-1, C-2, C-3, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be

resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A Statement of Work
  - EXHIBIT A-1 Performance Requirements Summary
  - EXHIBIT A-2 Pricing Schedule
  - EXHIBIT A-3 Line Item Budget and Narrative
  - EXHIBIT A-4 Education Assessment Report
  - EXHIBIT A-5 AB 490 and AB 1933 Summary
  - EXHIBIT A-6 Invoice – DCFS
  - EXHIBIT A-7 Invoice – PROBATION
- 1.2 EXHIBIT B Contractor’s EEO Certification
- 1.3 EXHIBIT C-1 Contractor Acknowledgment
- 1.4 EXHIBIT C-2 Contractor Employee Acknowledgment
- 1.5 EXHIBIT C-3 Contractor Non-Employee Acknowledgment
- 1.6 EXHIBIT D Auditor-Controller Handbook
- 1.7 EXHIBIT E County’s Administration
- 1.8 EXHIBIT F Contractor’s Administration
- 1.9 EXHIBIT G Confidentiality of CORI Information
- 1.10 EXHIBIT H Jury Service Ordinance
- 1.11 EXHIBIT I Safely Surrendered Baby Law
- 1.12 EXHIBIT J Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.
- 2.1.1 **Chief Probation Officer** – means the County’s Chief of the Department of Probation.
- 2.1.2 **Contractor Project Manager** – means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.1.3 **County** – means the County of Los Angeles and includes the Department of Children and Family Services and the Department of Probation.
- 2.1.4 **County’s Board of Supervisors** – means the governing body of the County of Los Angeles.
- 2.1.5 **County Contract Program Monitor** – means the person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.6 **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.
- 2.1.7 **County Program Director** – means the person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County’s Program Manager.
- 2.1.8 **Day or Days** – whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days and not business days, unless otherwise specifically stated.
- 2.1.9 **Director** – means County’s Director of the Department of Children and Family Services or his or her authorized designee.

2.1.10 **Fiscal Year** – means the 12-month period beginning July 1st and ending the following June 30th.

2.1.11 **Maximum Contract Sum** – means the maximum amount payable under this contract, including the sum of all annual maximum contract amounts, for services rendered during the entire contract term, if the initial contract period and all options to extend the contract are exercised.

2.1.12 **Participant** – means a person who partakes of the services the Contractor is obligated to perform for County under this contract.

2.1.13 **Program** – means the work to be performed by Contractor as defined in Exhibit A, Statement of Work.

### **3.0 WORK**

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

3.2 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 one or more of the following; suspension of payments, withholding of payments, financial penalties, or Contract termination.

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

### **4.0 TERM OF CONTRACT**

4.1 The term of this Contract shall be for one (1) year commencing on July 1, 2018, or the date of execution by the Director of the Department of Children and Family Services and the Chief Probation Officer, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County maintains databases that track 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.

- 4.2 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.
- 4.3 The Contractor shall notify County when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in Exhibit E – County’s Administration.
- 4.4 The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor, for a period not to exceed six (6) months beyond June 30, 2019, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

The Maximum Annual Contract Sum is \$3,359,000 for the contract period. The Maximum Contract Sum for this Contract is \$5,038,500.

- 5.2 County and Contractor agree that this is a firm-fixed price 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, for the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.7 of this Contract.

### **5.3 Written Approval for Reimbursement**

- 5.3.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or 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 the County's express prior written approval.

#### **5.4 Notification of 75% of Total Contract Sum**

5.4.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DCFS at the address herein provided in Exhibit E, County's Administration.

5.5 Contractor's budget is attached hereto and incorporated by reference herein as Exhibit A-3, Line Item Budget herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. 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.

#### **5.6 No Payment for Services Provided Following Expiration/Termination of Contract**

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

#### **5.7 Invoices and Payments**

5.7.1 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 rate of compensation specified in the Exhibit A-2, Pricing Schedule, as supported by Exhibit A-3, Line Item Budget, and in the format prescribed by the County. Contractor shall be paid an hourly rate for services performed by the Education

Advocates. Contractor may only invoice for a maximum of 29 Education Advocates performing work at any time unless prior written approval has been given by the County Program Manager.

- 5.7.2 The Contractor with prior approval of County may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum for each year of the Contract between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line item budget reallocations above the five percent (5%) maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.7.3 The Contractor shall submit an invoice in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, Contractor and County agree that the County shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the Contractor's final invoice.
- 5.7.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular A-102, A-133 and Title 2 Code of Federal Regulations (CFR) Parts 225 and 230. Contractor is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/>.



5.7.5 Contractor must meet the requirements and all amendments thereto regarding the Office of Management and Budget 2 CFR Chapter I, and Chapter II, Parts 200 et.al. The link to the Code of Federal Regulations can be found at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

5.7.6 The Contractor shall submit the original monthly invoice (Exhibit A-6 or Exhibit A-7) to the DCFS Accounting Services and one copy to the DCFS County Program Manager or to the Probation Accounting Services and one copy to the Probation County Program Manager, as appropriate, for review and approval, as follows:

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

And a duplicate copy of the invoices to:

County of Los Angeles  
Department of Children and Family Services  
Attn: Patricia Armani, Program Manager  
425 Shatto Place, 5th Floor  
Los Angeles, CA 90020

**OR**

County of Los Angeles Probation  
Education Advocacy Services  
Attn: Fiscal Services  
9150 East Imperial Highway  
Downey, CA 90242

And a duplicate copy of the invoices to:

Los Angeles County Probation  
Attn: Adam Bettino, Program Manager  
8300 South Vermont Avenue, 3rd Floor  
Los Angeles, CA 90044

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

- 5.7.8 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.
- 5.7.9 The Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor and to notify County of any overpayments received by Contractor. Any overpayment received by Contractor, as determined by County Program Manager, or designee, shall be returned to County by Contractor within 30 days of receiving notification of such overpayment from the County, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Contract, Contractor shall return to County any and all payments, which exceed the Maximum Contract Sum. Furthermore, Contractor shall return said payments within 30 days of receiving notification of overpayment from the County or immediately upon discovering such overpayment, whichever date is earlier.
- 5.7.10 The 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.
- 5.7.11 Suspension and withholding of payment: In addition to other remedies, County reserves the right to suspend or withhold all payments to Contractor if required reports are not provided to County on a timely basis; if there are continuing deficiencies in Contractor's reporting, record keeping or invoicing requirements; or if Contractor's performance of the work is not adequately evidenced or performed.
- 5.7.11.1 County has the right to delay payment or not make payment, per Manual of Policies and Procedures (MPP) 45-303.2 through .5, inclusive, and condition Contractor's payments on timely submittal of invoices and the provision of requested information, by a certain date. Delay in providing this information as set forth, may result in delay of payment, not to exceed fifteen days from the date after the information is submitted to County, including relevant verifications, upon County

request. The failure to provide required confirmation may result in County not making payment.

5.7.12 County and Contractor agree that the payment rate referenced in this Contract is based on the established rate set by the County. During the term of this Contract, County shall compensate the Contractor for services based on the set rate for each type of service.

5.7.13 Any preparatory services rendered by the Contractor prior to receipt of referrals shall be the responsibility of the Contractor.

## **5.8 Funding Adjustments and Reallocations**

5.8.1 If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Contract Sum as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Contract Sum as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Contract Sum, approval by County's Board of Supervisors shall be required. Any such change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

5.8.2 County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by the Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen days prior to each such review, Contractor shall provide Director with a

current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

- 5.8.3 If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Contract Sum for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Contract Sum. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Section 8.1, Amendments.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 COUNTY'S ADMINISTRATION**

- 6.1.1 A listing of all County Administration referenced in the following sections is designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Program Director**

- 6.2.1 The role of the County's Program Director may include:
- 6.2.1.1 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
  - 6.2.1.2 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.

### **6.3 County's Program Manager**

6.3.1 The role of the County's Program Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the 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.

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

#### **6.4 County's Contract Program Monitor**

6.4.1 The role of the County's Program Monitor is to oversee 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. The Program Monitor reports to the County's Program Manager.

### **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following sections is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

#### **7.2 Contractor's Project Manager**

7.2.1 The Contractor's Project Manager is designated in Exhibit F – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Program Managers and County's Contract Program Monitor on a regular basis.

### **7.3 Approval of Contractor's Staff**

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.4 Contractor's Staff Identification**

Contractor shall provide each of its staff providing services under this Contract with a photo identification badge that identifies the individual as its employee.

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. 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.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed 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.

7.5.3 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.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Section 7.5 shall not relieve Contractor of its obligation

to complete all work in accordance with the terms and conditions of this Contract.

- 7.5.5 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.
- 7.5.6 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.

## **7.6 Confidentiality**

- 7.6.1 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.
- 7.6.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.3 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit C-1.
- 7.6.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit C-2. Contractor shall maintain in its files copies of such executed agreements.
- 7.6.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment

and Confidentiality Agreement”, Exhibit C-3. Contractor shall maintain in its files copies of such executed agreements.

- 7.6.6 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.6.7 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
- 7.6.8 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 7.6.9 Contractor shall indemnify, defend and hold harmless County indemnities from and against any and all loss, damage, liability and expense, including defense costs and legal, accounting and other expert, consulting or professional fees, arising from any disclosure of records and information by Contractor, its officers, employees, or agents, except for any disclosure authorized by law. County shall have the right to participate in any such defense, except that in the event Contractor fails to provide County with a full and adequate defense, as County determines, County shall be entitled to retain its own counsel, including County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County’s prior approval.
- 7.6.10 With respect to any identifiable information concerning any Participant that is obtained by Contractor or any other records and information, Contractor shall: 1) not use any such records or information for any purpose whatsoever other than carrying



out the express terms of this Contract; 2) promptly transmit to County all requests for disclosure of any such records or information; 3) not disclose, except as otherwise specifically permitted by this Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and 4) at the expiration or termination of this Contract, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

#### 7.6.11 Confidentiality Requirements for Probation

7.6.11.1 By State law (California Welfare and Institutions Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the Contractor's care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.6.11.2 Employees of Contractor shall be given copies of all cited code sections, and a form to sign Exhibit G, Confidentiality of CORI Information, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five business days of start of employment.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

8.1.1 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 8.1.

8.1.2 Except as provided in this Section, 8.1, for any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Director and Chief Probation Officer or

his/her designee. Approval of County Counsel must be obtained for any changes which affect the scope of work.

8.1.3 The 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 and executed by the Contractor and by the DCFS Director and Chief Probation Officer.

8.1.4 The Director or his designee, may at his sole discretion, authorize extensions of time as defined in Section 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a written notice to extend the Contract shall be prepared and executed by the Director and Chief Probation Officer.

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

8.1.5.1 The amendment shall be in compliance with applicable County, State and Federal regulations; and

8.1.5.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and

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

8.1.5.4 Prior County Counsel approval is obtained.

## **8.2 AMERICANS WITH DISABILITIES ACT**

8.2.1 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.

### **8.3 ASSIGNMENT AND DELEGATION**

- 8.3.1 The 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 subsection, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.3.2 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.
- 8.3.3 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 without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.4 AUTHORIZATION WARRANTY**

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

## **8.5 BUDGET REDUCTIONS**

8.5.1 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 thirty (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.

## **8.6 CHILD ABUSE PREVENTION REPORTING**

8.6.1 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.

8.6.2 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:

8.6.2.1 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.

8.6.2.2 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.

8.6.2.3 The assurance that all employees of Contractor understand that the safety of the child is always the first priority.

## **8.7 INTENTIONALLY OMITTED**

## **8.8 COMPLAINTS**

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

### **8.8.2 Complaint Procedures**

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

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

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

8.8.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

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

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

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

## **8.9 COMPLIANCE WITH APPLICABLE LAW**

8.9.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.9.1.1 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.
- 8.9.1.2 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).
- 8.9.2 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.
- 8.9.3 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 8.9 (Compliance with Applicable Law) 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.

## **8.10 COMPLIANCE WITH CIVIL RIGHTS LAWS**

8.10.1 The 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. The Contractor shall comply with Exhibit B – Contractor’s EEO Certification.

## **8.11 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM**

### **8.11.1 Jury Service Program:**

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

### **8.11.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this subsection, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident

who is a full-time employee of the 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 the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subsection. The provisions of this subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subsection of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.12 CONDUCT OF PROGRAM**

- 8.12.1 Contractor shall abide by all terms and conditions imposed and required by the 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.

### **8.13 CONFLICT OF INTEREST**

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

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

### **8.14 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST**

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

## **8.15 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

8.15.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@WDACS.lacounty.gov](mailto:BSERVICES@WDACS.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.16 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

8.16.1 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.

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

## **8.17 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.17.1 Responsible Contractor**

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

### **8.17.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on

this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.17.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated 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.

### **8.17.4 Contractor Hearing Board**

8.17.4.1 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.

8.17.4.2 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.

- 8.17.4.3 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.
- 8.17.4.4 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.
- 8.17.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of 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.

8.17.4.6 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.

#### **8.17.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

8.17.6 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/dise/debar.html>
- Federal: <http://www.sam.gov/portal/SAM/#1>

### **8.18 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

8.18.1 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 Exhibit I, 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. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

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

8.19.1 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.

8.19.2 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).

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

8.20.1 The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.21 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

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

## **8.22 EMPLOYEE BENEFITS AND TAXES**

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

8.22.2 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.

## **8.23 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

## **8.24 FAIR LABOR STANDARDS**

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

## **8.25 FIXED ASSETS**

8.25.1 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.

## **8.26 FORCE MAJEURE**

8.26.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subsection as "force majeure events").

8.26.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subsection, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.26.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.



## **8.27 FORMER FOSTER YOUTH CONSIDERATION**

8.27.1 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 Section 8.14 and 8.15, respectively) for any such position(s) to qualified former foster youth. Contractor shall notify County of any new or vacant position(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  
Attn: Division Chief Youth Development Services Division  
3530 Wilshire Boulevard, Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036

8.27.2 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).

8.27.3 Contractor is exempt from the provisions of this Section if it is a governmental entity.

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

8.28.1 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.

## **8.29 INDEPENDENT CONTRACTOR STATUS**

8.29.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not

be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

8.29.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing 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.

8.29.4 The Contractor shall adhere to the provisions stated in Section 7.6 - Confidentiality.

### **8.30 INDEMNIFICATION**

8.30.1 The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, 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.

### **8.31 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

8.31.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.31 and 8.32 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.

### **8.31.2 Evidence of Coverage and Notice to County**

8.31.2.1 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.

8.31.2.2 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 subcontractor insurance policies at any time.

8.31.2.3 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 dollars (\$50,000.00), and list any County required endorsement forms.

8.31.2.4 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.

8.31.2.5 Certificates and copies of any required endorsements shall be sent to:

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

8.31.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.31.3 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.

#### **8.31.4 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.

#### **8.31.5 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.

#### **8.31.6 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.

#### **8.31.7 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.

#### **8.31.8 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.

#### **8.31.9 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.31.10 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.

#### **8.31.11 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.

#### **8.31.12 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.31.13 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.

**8.31.14 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.

**8.31.15 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.

**8.32 INSURANCE COVERAGE**

**8.32.1 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

**8.32.2 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.

**8.32.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) 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.

### **8.33 LIQUIDATED DAMAGES**

8.33.1 If, in the judgment of the Department Head, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his designee, at his 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 Department Head, or his designee, in a written notice describing the reasons for said action.

8.33.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that Department Head, or designee, deems are correctable by the Contractor over a certain time span, the Department Head, or designee, 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 Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be one hundred dollars (\$100) per day per infraction, or as specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart hereunder, 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 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.

8.33.3 The action noted in subsection 8.33.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.33.4 This subsection 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 subsection 8.33.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

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

8.34.1 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'. Contractor shall remain registered and ensure that current information is maintained on WebVen.

#### **8.35 MOST FAVORED PUBLIC ENTITY**

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

#### **8.36 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.36.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin,

sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.36.2 The Contractor shall certify to, and comply with, the provisions of Exhibit B – Contractor’s EEO Certification.
- 8.36.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.36.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.36.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.36.6 The Contractor shall allow County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this Section 8.36 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.36.7 If the County finds that any provisions of this Section 8.36 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right

to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.36.8 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.

### **8.37 NON EXCLUSIVITY**

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

### **8.38 NOTICE OF DELAYS**

8.38.1 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) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.39 NOTICE OF DISPUTES**

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

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

8.40.1 The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015 (Appendix I).

#### **8.41 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

8.41.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

#### **8.42 NOTICES**

8.42.1 All notices or demands required or permitted to be given or made under this Contract shall be 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 Exhibits E – County’s Administration and F – Contractor’s Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or his designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **8.43 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

#### **8.44 PUBLIC RECORDS ACT**

8.44.1 Any documents submitted by the Contractor; all information obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to Section 8.46 – Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response

to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.44.2 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 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.

#### **8.45 PUBLICITY**

- 8.45.1 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:

- 8.45.1.1 The Contractor shall develop all publicity material in a professional manner; and

- 8.45.1.2 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 Program Director. The County shall not unreasonably withhold written consent.

- 8.45.2 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 8.45

(Publicity) shall apply.

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

- 8.46.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.46.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.46.3 Failure on the part of the Contractor to comply with any of the provisions of this subsection 8.46 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.46.4 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.

#### **8.47 RECYCLED BOND PAPER**

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

#### **8.48 SHRED DOCUMENT**

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

8.48.2 Documents for record and retention purposes in accordance with Section 8.46, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five (5) years.

#### **8.49 SUBCONTRACTING**

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

- 8.49.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- 8.49.2.1 A description of the work to be performed by the subcontractor;
  - 8.49.2.2 A draft copy of the proposed subcontract; and
  - 8.49.2.3 Other pertinent information and/or certifications requested by the County.
- 8.49.3 The 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 the Contractor employees.
- 8.49.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.49.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.49.6 The County's Program Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.49.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.49.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to County Program Manager before any subcontractor employee may perform any work hereunder.



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

8.50.1 Failure of the Contractor to maintain compliance with the requirements set forth in Section 8.19, 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 ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 8.52, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.51 TERMINATION FOR CONVENIENCE**

8.51.1 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 the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

8.51.3 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 Section 8.46, Record Retention and Inspection/Audit Settlement.

**8.52 TERMINATION FOR DEFAULT**

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

- 8.52.1.1 Contractor has materially breached this Contract;  
or
  - 8.52.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.52.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.52.2 In the event that the County terminates this Contract in whole or in part as provided in subsection 8.52.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subsection.
- 8.52.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subsection 8.52.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a 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 subsection, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.52.4 If, after the County has given notice of termination under the provisions of this Section 8.52 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of this Section 8.52 (Termination for Default) or that the default was excusable under the provisions of subsection 8.52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.51 (Termination for Convenience).
- 8.52.5 The rights and remedies of the County provided in this Section 8.52 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **8.53 TERMINATION FOR IMPROPER CONSIDERATION**

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

## **8.54 TERMINATION FOR INSOLVENCY**

- 8.54.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- 8.54.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.54.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 8.54.1.3 The appointment of a Receiver or Trustee for the Contractor; or
  - 8.54.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.54.2 The rights and remedies of the County provided in this Section 8.54 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.55 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

## **8.56 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

- 8.56.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract

during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.57 VALIDITY**

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

#### **8.58 WAIVER**

8.58.1 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 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.59 WARRANTY AGAINST CONTINGENT FEES**

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

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

**8.60 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

8.60.1 The 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. The Contractor must notify the County Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

**8.61 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.61.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.62 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.62.1 Failure of Contractor to maintain compliance with the requirements set forth in Section 8.61, "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.63 TIME OFF FOR VOTING**

8.63.1 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.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

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.

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.

#### **8.65 USE OF FUNDS**

8.65.1 Contractor's cost allocation plan shall be developed in accordance with the principles included in OMB Title 2 of the CFR or any publication that supercedes the OMB circulars, and the Auditor Controller Contract Accounting and Administration Handbook (Exhibit D).

8.65.2 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.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 INTENTIONALLY OMITTED**

### **9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subsection 9.2.4 for any of the Contractor's



proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subsection 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this Section 9.2 shall survive the expiration or termination of this Contract.

### **9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

9.3.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

9.3.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

9.3.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

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

## **9.5 DATA ENCRYPTION**

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).

### **9.5.1 Stored Data**

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.

### **9.5.2 Transmitted Data**

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.

### 9.5.3 Certification

The County must receive within ten (10) business days of its request, a certification 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 this subsection 9.8 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this 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 Director of the Department of Children and Family Services and Chief Probation Officer of the Probation Department, and the Contractor has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the Contractor warrant under penalty of perjury that they are authorized to bind the Contractor.

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_  
Bobby D. Cagle, Director  
Department of Children and  
Family Services

By: \_\_\_\_\_  
Terri L. McDonald  
Chief Probation Officer  
Probation Department

\_\_\_\_\_

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

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

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

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

**EXHIBIT A**

**STATEMENT OF WORK  
COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND  
PROBATION DEPARTMENT  
  
EDUCATION ADVOCACY, LIAISON AND  
INTERVENTION SERVICES**

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

**EDUCATION ADVOCACY, LIAISON AND INTERVENTION SERVICES  
STATEMENT OF WORK**

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Exhibit A-3	Line Item Budget and Narrative
Exhibit A-4	Education Assessment Report
Exhibit A-5	AB 490 and AB 1933 Summary
Exhibit A-6	Invoice – DCFS
Exhibit A-7	Invoice – Probation

# EDUCATION ADVOCACY, LIAISON AND INTERVENTION SERVICES

## STATEMENT OF WORK

### SECTION A

#### 1.0 PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's 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 financial security of individuals, families, businesses 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 and community and contracting agencies.

## SECTION B – PROJECT FOUNDATION

### 2.0 BACKGROUND

California's recent enactment of the Local Control Funding Formula (LCFF) which provides funding and holds school districts accountable for the progressive educational improvement of foster youth provides the County of Los Angeles, Department of Children and Family Services (DCFS) and the Department of Probation (Probation) an opportunity to support school districts in their efforts through the required Local Control Accountability Plans (LCAP) to be successful. The district LCAP require: goals for foster youth, actions the district will take to achieve these goals and the associated expenditures. The Education Advocacy, Liaison and Intervention Services Program is being established by DCFS and Probation, in part, to partner with school districts to work together to support the educational success of each foster or justice-involved youth.

Probation is partnering with DCFS on the Education Advocacy, Liaison and Intervention Services Program in order to provide comprehensive educational advocacy and support to Probation youth residing in the community who are at risk of entering out-of-home placement or Camp. DCFS has provided similar services detailed in this RFP via independent contractors since 2007. There are approximately 25,000 DCFS youth eligible to receive Education Advocacy services. In the last two fiscal years 2013/2014 and 2014/2015, on average 2,500 referrals were received and serviced each year by 13 Education Consultants serving all 19 offices. Approximately 30 percent or 750 of the total referrals were 241.1 MDT referrals which required developing a written education assessment. Probation did not provide similar services in the past but it can be assumed the same workload can be expected. Probation currently serves approximately 6,000 youth in the community.

The Education Advocacy, Liaison and Intervention Services (Education Advocacy) Program, utilizes a firm to supply the services of education experts (Education Advocates) to assist Children's Social Workers (CSWs), Deputy Probation Officers (DPOs), parents, caregivers, youth, Education Rights Holder, and authorized DCFS staff with navigating the educational system in Los Angeles County and to assist school staff with navigating DCFS, the child welfare system, and the Juvenile Justice System. These services ensure the educational needs and rights of youth under the supervision of DCFS or Probation, either voluntarily or by court jurisdiction, are addressed and that they receive and have access to, academic assistance, educational resources, programs, services, and benefits. The purpose of this contract is to ensure CSWs, DPOs, parents, caregivers, youth, Education rights Holder and authorized DCFS or Probation staff receives appropriate services and resources for the benefit and academic success of children under DCFS or Probation supervision, including WIC 241.1 youth throughout the County of Los Angeles.

Assembly Bill 490 (2004) (AB 490) created new rights and duties related to the education of foster youth, some of which were expanded by later laws including



AB 81, AB 12, AB 1933, SB 1353, AB 709, SB 578, AB 1573, SB 121, SB 1088, SB 1568, the Federal Fostering Connections to Success and Increasing Adoptions Act of 2008 and the Federal Uninterrupted Scholars Act, AB 643, AB 167/216, and AB 2276.

The guiding principles establish legislative intent that foster youth are ensured access to the same opportunities to meet academic achievement standards to which all students are held. Students in foster care must have access to the same academic resources, services, and extracurricular and enrichment activities that are available to all youth. All educational and school placement decisions must be based on the child's best interests and consider, among other factors, educational stability and the least restrictive educational setting necessary to achieve academic progress.

### 3.0 DEFINITIONS

The following words defined for this Statement of Work (SOW) are for reference only and are not intended to solely define the scope of any provision herein. The following words and phrases shall be construed to have the meanings described in this section, unless otherwise apparent from the context in which they are used.

- 3.1 **California English Language Development Test (CELDT)** – shall mean the test administered by California school districts that measures how well a student can listen, speak, read, and write in English. Any student who lives in a home where a language other than English is spoken must take the test within 30 calendar days after enrolling in a California public school for the first time. California state law requires that the CELDT be given each year to English Learners (students who do not speak English fluently). The purpose of this test is to: 1) identify new students in kindergarten through grade 12 who are English Learners; 2) monitor student progress in learning English; and 3) help decide when a student is fully proficient in academic English.
- 3.2 **Child and Family Team (CFT)** – shall mean a group of individuals, as identified by the family, and convened by DCFS, who are engaged through a variety of team-based processes to identify the strengths and needs of the child or youth and his or her family, to help achieve positive outcomes for safety, permanency, and well-being.
- 3.3 **Child Safety** – shall mean freedom from abuse and neglect.
- 3.4 **Children's Social Worker (CSW)** – shall mean the Social Worker employed with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.
  - 3.4.1 **241.1-CSW** – shall mean the DCFS Children's Court CSW who serves as the liaison between DCFS/Dependency Court and

Probation/Delinquency Court, the Department of Mental Health (DMH), the DCFS Education Advocates and other involved parties throughout the 241.1 Multi-Disciplinary Team (MDT) process.

- 3.5 **Corrective Action Plan** – shall mean the written plan to correct Contract performance deficiencies that is prepared by the Contractor and submitted in response to the County Program Manager addressing such deficiencies with Contractor. The County Program Manager may prepare a Corrective Action Plan, or any written plan to correct Contract performance deficiencies if Contractor does not submit a Corrective Action Plan.
- 3.6 **County Program Manager (CPM)** – shall mean the County representative responsible for daily management of the Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 3.7 **241.1 Youth** – shall mean youth who are under the jurisdiction of a child welfare agency who then enter into the delinquency system by committing a crime and are now receiving services from both the child welfare and juvenile justice systems, pursuant to Welfare and Institutions Code 241.1 (WIC 241.1).
- 3.8 **Deputy Probation Officer (DPO)** – shall mean the Probation Officer employed with the Probation Department (Probation) managing caseloads of youth who are under the supervision and custody of Probation.
- 3.9 **Detained 241.1 Youth** – shall mean youth who have been detained and placed in custody because of the serious nature of their crimes. The cases of these youth must be heard by the Delinquency Court within three days.
- 3.10 **Documentation and Assessment Meeting** – shall mean the meeting in which the members of the Multidisciplinary Team (MDT) convene to share information from their discipline about the youth to make informed decisions and appropriate recommendations to the Delinquency Court regarding the youth's case.
- 3.11 **Education Rights Holder** – shall mean the parent, legal guardian or court appointed adult who is legally responsible to make decisions for the child related to the child's school and education. In cases of legal separation, divorce, or child custody matters, the legal custody status must be reviewed to determine if one or both of the parents hold the education rights.
- 3.12 **Foster Youth** – for purposes of this contract shall be defined as youth under the voluntary or court jurisdiction of DCFS regardless of where the youth is living.
- 3.13 **Individualized Education Program (IEP)** – shall mean both the meeting and document that sets forth what services a child found to be eligible for

special education is to receive. It is developed by a team of education professionals, school psychologists, and the child's parent(s) or Education Rights Holder. These individuals must attend the meeting and sign the IEP document authorizing its implementation. The IEP is reviewed and updated yearly and/or as needed, and documents the child's status and progress.

- 3.14 **Local Education Agency (LEA)** – shall mean a school district, county office of education, or charter school participating as a member of a Special Education Local Plan Area (SELPA). SELPAs are consortia of educational agencies formed to serve the special education needs of children residing within their boundaries.
- 3.15 **241.1 Multidisciplinary Team (MDT)** – shall mean the group of individuals, each trained in a different profession or service discipline, who are called together to draw upon their collective experience and training to address a mutual client or issue. Members of the MDT include the 241.1 CSW, the youth's Deputy Probation Officer (DPO), the youth's CSW, the Education Advocate, and a DMH representative. The minor's attorney may attend to provide information, but will be asked to leave before discussions begin.
- 3.16 **Non-Public School (NPS)** – shall mean the private, nonpublic, nonsectarian school that enrolls individuals with exceptional needs, pursuant to an Individualized Education Plan (IEP). It must be certified by the Department of Education and meet certain standards set by the Superintendent and Board of Education (EC 56034). These schools provide an environment to help youth that are struggling academically, behaviorally, and socially.
- 3.17 **Probation Youth** – for purposes of this contract, shall be defined as youth under the court jurisdiction of Probation regardless of where the youth is living.
- 3.18 **School of Origin** – shall mean the school in which the child was enrolled at the time of detention or where the child has a connection.
- 3.19 **Special Education** – shall mean the practice of educating students with special needs in a way that addresses their individual differences and needs. Ideally, this process involves the individually planned and systematically monitored arrangement of teaching procedures, adapted equipment and materials, accessible settings, and other interventions designed to help learners with special needs achieve a higher level of personal self-sufficiency and success in school and community than would be available if the student were only given access to a typical classroom education.
- 3.20 **Student Study or Success Team (SST)** – SST is a function of regular education, not special education, and is governed by school district policy rather than federal or state law. Schools cannot require parents to have an

SST prior to an IEP or referral for special education assessment. Students struggling in school may be referred to an SST. An SST can be the first step towards determining whether a student needs special education services.

- 3.21 **Well-Being** – shall mean ensuring that the educational needs and rights of foster youth are addressed.

#### **4.0 COUNTY'S RESPONSIBILITIES**

- 4.1 DCFS and Probation shall designate a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contractor's Project Manager.
- 4.2 The CPM will oversee Contractor's performance in the general operation of this Contract.
- 4.3 The CPM is the primary point of contact and shall provide guidance to the Contractor's Project Manager in areas relating to DCFS and Probation policy, information and procedural requirements.
- 4.4 County will provide work space in each Regional office.
- 4.5 The CPMs are identified below and in Exhibit E:

County of Los Angeles  
Department of Children and Family Services  
425 Shatto Place, Fifth Floor  
Los Angeles, CA 90020  
Attention: Education Advocacy Program Manager

and

County of Los Angeles  
Probation Department  
8300 South Vermont Avenue, 3rd Floor  
Los Angeles, CA 90044  
Attention: Title IV-E Waiver Manager

#### **5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 5.1 Contractor shall ensure that Education Advocates are never to be alone with any youth under the jurisdiction of DCFS or Probation.
- 5.2 Contractor shall ensure that only those persons whose credentials are, or were issued by, the Certification, Assignment and Waivers Division of the California Commission on Teacher Credentialing, as set forth in the California Education Code and the California Code of Regulations, Title 5, are to provide Education Advocate services required in this SOW.

- 5.3 Contractor shall maintain an office with a working telephone and e-mail address in the company's name where Contractor conducts its business and staffed with at least one employee who can respond to inquiries and complaints.
- 5.4 Contractor shall be available during normal business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, except County holidays, to provide services to DCFS Children's Social Workers, DPOs, Regional Office and Administrative staff, as well as parents, caregivers, youth, Education Rights Holder and school or district staff.
- 5.5 Contractor's staff assigned to regional offices are to be in their assigned office during normal business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, except County holidays, to provide services to DCFS CSWs, Probation DPOs, Regional Office and Administrative staff, as well as parents, caregivers, youth, Education Rights Holder and school or district staff: unless engaged in educational services such as SST, IEP, CFT, 504, 241.1 MDT meetings, Manifestation Determination hearing, etc. at a school campus, hospital, court or another County approved location on behalf of one of our youth.
- 5.6 County holidays are as follows:
- New Year's Day
  - Martin Luther King's Birthday (Third Monday in January)
  - Presidents' Day (Third Monday in February)
  - Cesar Chavez Day (Last Monday in March)
  - Memorial Day (Last Monday in May)
  - Independence Day
  - Labor Day (First Monday in September)
  - Columbus Day (Second Monday in October)
  - Veterans Day
  - Thanksgiving Day (Fourth Thursday in November)
  - Day after Thanksgiving (Friday after Thanksgiving)
  - Christmas Day
- 5.7 Contractor is expected to work within the current online DCFS Education Consultant Referral System where its staff can securely log onto a web-based referral system to receive referrals from CSWs, DPOs, authorized DCFS and Probation staff.
- 5.8 Contractor shall furnish its staff with all equipment and proper supplies to comply with the requirements of this Contract, including, but not limited to cell phones, computers, software, and Internet access.
- 5.9 Contractor's staff shall not perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other

substance, which might impair the Contractor's physical or mental performance.

- 5.10 Contractor shall inform the appropriate CPM should any of its staff or staff person's immediate family members become or are the subject of a DCFS referral or case; or become or are currently under the jurisdiction of the Probation Department.

## **6.0 CONTRACTOR'S STAFF**

### **6.1 General Staff Requirements**

Contractor shall be responsible of securing and maintaining staff that meet the minimum qualifications, experience, and expertise, as specified herein, to provide the services in accordance with this Contract.

- 6.1.1 Contractor shall ensure that criminal clearances and background checks have been conducted for its staff and its sub-contractors' staff prior to providing Contract services.

6.1.1.1 Contractor staff which does not pass security background investigations shall not be allowed to perform work under this Contract.

6.1.1.2 Contractor shall maintain copies of all criminal clearances and background checks, and shall provide copies to County at the request of the CPM.

6.1.1.3 Regardless of whether its staff or its sub-contractors' staff passes or fails, the cost of such background investigations are the Contractor's responsibility.

- 6.1.2 Contractor shall obtain written verification of the required degrees and licenses for its professional staff, including verification for staff with foreign degrees that meet the requirements of a U.S. Secretary of Education authorized accrediting agency.

- 6.1.3 Contractor staff shall be able to read, write, speak, and understand English in order to conduct business with the County. The ability to read, write and understand other languages may apply as specified herein.

- 6.1.4 Contractor staff shall have the ability to travel throughout the County of Los Angeles and neighboring counties (Ventura, Kern, Santa Barbara, San Bernardino, Orange, riverside and San Diego) via personal or Contractor-provided transportation.

6.1.4.1 Contractor staff shall have a valid California Driver's License. Contractor staff must own, or have access to, a street-legal motor vehicle or other means of transportation.

6.1.4.2 Contractor shall maintain copies of staff's current driver's licenses, vehicle registration, and proof of automobile insurance, to be made available to DCFS or Probation upon request.

6.1.5 Contractor shall ensure its staff stays current with all new education codes and laws specific to youth in Dependency and Delinquency Care and has knowledge of AB 490, specifically the 12 key provisions to the Act and how each provision will benefit a child in foster care and WIC 241.1 students, some of which were expanded by later laws including AB 81, AB 12, AB 1933, SB 1353, AB 7809, SB 578, AB 1573, SB 121, SB 1088, SB 1568, the Federal Fostering Connections to Success and Increasing Adoptions Act of 2008 and the Federal Uninterrupted Scholars Act, AB 643, Ab 167/216, and AB 2276. Further, it is imperative the staff has knowledge of the Federal and State Individuals with Disabilities Education Act ensuring all youth with disabilities has access to a free appropriate public education (FAPE) that emphasizes special education and related services designed to meet each student's unique needs (Exhibit A-5).

6.1.6 Contractor shall maintain records that its staff receives:

- Annual staff evaluations on service delivery skills, quality and quantity of work product and attendance;
- Supervision and training relevant to the services to be provided; and
- Policies regarding ethical procedures to ensure appropriate interaction with County staff, parents, youth, caregivers, and school administrators.

6.1.7 Contractor shall meet quarterly, at minimum, with its staff to discuss procedure including, but not limited to, new referrals, progress reviews, program implementation and coordination at the selected sites. Documentation of such meetings shall be made available for County review.

6.1.8 Contractor and its staff shall report serious behavior incidents, serious injuries, unauthorized absences, and any incidents of abuse or neglect in accordance with Section 8.6, Child Abuse Prevention Reporting of the Contract.

6.1.9 Contractor shall notify DCFS and Probation in writing of any change in its key personnel at least five business days prior to the proposed change.

6.1.10 Such notification shall include the name(s), background, and qualifications of any proposed replacement personnel, which shall be subject to County approval.

6.1.11 Contractor shall ensure that no interruption of service occurs as a result of any change in personnel.

6.1.12 Contractor shall maintain files of all personnel providing services under this Contract. Documentation shall include copies of resumes, degrees, professional licenses, and current criminal clearances.

## 6.2 Contractor Project Manager

Contractor shall appoint a Project Manager and a designated alternate to manage activities and the delivery of services in accordance with this Contract.

6.2.1 Contractor shall provide a telephone number and email address where the Project Manager can be reached Monday through Friday from 8:00 A.M. to 5:00 P.M., except holidays.

6.2.2 Contractor Project Manager shall respond within two business days to all calls, emails, and/or reports regarding Contractor performance issues.

6.2.3 The responsibilities of the Contractor Project Manager shall include, but not be limited to:

- Management and oversight of the work specified in this Contract;
- Oversee the hiring and training of staff for this Contract;
- Travel throughout the County when necessary to direct the delivery of services;
- Supervise staff, facilitate staff training, and provide staff with technical program support, such as, on-site program observation, and updating computer programs;
- Assess the quality of interaction between its staff and County personnel, and
- Assess the quality of interaction between its staff and the school staff and administration.

6.2.4 Contractor Project Manager and the Education Advocate staff shall attend meetings with the County Program Manager, as scheduled by the CPM, to address child welfare-related legislation, service delivery strategies, issues and concerns related to Department and school



district partners, and progress toward outcomes and performance targets.

6.2.5 Contractor Project Manager shall respond to requests to meet, address, and resolve performance issues, and shall be available to attend such meetings as mutually scheduled.

6.2.6 Contractor Project Manager shall investigate any Contract performance issues submitted by the County in accordance with Section 8.20, County's Quality Assurance Plan of the Contract.

6.2.7 Contractor Project Manager shall meet the following minimum requirements:

6.2.7.1 Contractor Project Manager must have a Bachelor's degree from an accredited university, with an academic concentration in education, psychology, counseling, child development, or a closely related field and a minimum of five years' experience working with the target demographic.

6.2.7.2 Contractor Project Manager must possess a California Pupil Personnel Services Credential with a Child Welfare and Attendance Specialty or a School Psychologist Specialty, or a California Special Education Teacher Credential or a Master's degree in Special Education.

### 6.3 Education Advocate Staff

Contractor shall provide 29 Education Advocates daily, with a plan for coverage of staff being out due to illness or vacation.

6.3.1 Contractor shall assign one Education Advocate to each of the 19 DCFS Regional Offices and the 10 Probation Area Offices.

6.3.2 DCFS Regional Offices are located in: Lancaster, Palmdale, Santa Clarita, West San Fernando Valley (Chatsworth), Van Nuys, West Los Angeles, Wateridge, Compton, Vermont Corridor, Metro North (Broadway), Belvedere, Santa Fe Springs, Pasadena, Pomona, Covina Annex, El Monte, Glendora, South County (Lakewood), and Torrance.

6.3.3 Probation Area Offices are located in: Antelope Valley, Pomona, El Monte, Santa Monica, Compton, Long Beach, Crenshaw, Whittier, Van Nuys and East Los Angeles.

6.3.4 The location of the Education Advocate may be subject to change due to workload and the needs of the Departments. Contractor will be notified well in advance of any work location change.

6.3.5 The Education Advocate staff shall meet the education and work experience specified herein. The minimum qualifications for the Education Advocate are as follows:

6.3.5.1 Bachelor's degree from an accredited college/university;

6.3.5.2 One of the following minimum requirements regarding education credentials or education-related work experience either as an employee, contractor, or both:

Option 1: A valid California Teaching credential for at least three consecutive years of experience within the last five years; OR

Option 2: Have been teaching, counseling or providing services equivalent to the services described in Statement of Work (school enrollment, overturn expulsions and suspensions, decrease Opportunity Transfers, proper school placements, special education assessments, advocate at IEP meetings, review California Standardized Test scores, assist with determining if youth qualifies for AB 167/216 graduation option, credit recovery work and request for records) for two consecutive years; OR

Option 3: A current California Administrative Credential that has been in effect for at least three consecutive years; and two consecutive years of experience as education administrator, teacher, counselor, or providing services equivalent or similar to the services described in Statement of Work; OR

Option 4: A Master's degree in the field of Education with at least three consecutive years of experience within the last five years as an administrator, psychologist or counselor in programs for children and in providing educational advocacy for children; OR

Option 5: A valid California Pupil Personnel Services Credential with a Child Welfare and Attendance Specialty or School Psychologist Specialty with at least three consecutive years of experience within the last five years; OR

Option 6: A California Special Education Teacher Credential with at least three consecutive years of experience within the last five years.

- 6.3.6 Education Advocates must have knowledge of the Education Code, Welfare and Institutions Code, and Penal Code as related to education issues, and any legislative changes impacting the education of foster children.
- 6.3.7 Education Advocates must have demonstrated knowledge of Special Education laws and regulations, including an ability to advocate for foster children who are in need of special education services.
- 6.3.8 Education Advocates must have the use of a computer, laptop or tablet, cell phone and the ability to access the Internet.
- 6.3.9 The services that each Education Advocate is required to provide are specified in Section 8.0, Scope of Work.

## **SECTION C – SERVICE DESCRIPTION**

### **7.0 TARGET POPULATION**

- 7.1 Contractor shall provide the services specified in this Contract to CSWs, DPOs, authorized DCFS and Probation staff, parents, caregivers, youth, Education Rights Holder, and school personnel for the benefit of children under DCFS or Probation supervision, including 241.1 Youth, throughout the County of Los Angeles. The services shall include, but not limited to the following:
- 7.1.1 Assistance for children and youth who need immediate enrollment in school;
  - 7.1.2 Assistance and resources for children and youth reported to have school issues, or at academic risk, or in need of education intervention, requiring the collection of education records and an assessment of education needs;
  - 7.1.3 Assistance and resources for children and youth reported in the process of being suspended or expelled, or relocated from school by opportunity transfer;
  - 7.1.4 Assistance and resources for children and youth having one or more school transfers due to placement changes and needing partial credit towards graduation based on satisfactorily completed coursework at prior schools; and
  - 7.1.5 Assistance and resources for children and youth needing intervention for IEP, special education, and after school services.

### **8.0 SCOPE OF WORK**

- 8.1 Education Advocates shall provide CSWs, DPOs, authorized DCFS and Probation staff with services to assist any Probation, Foster Youth and 241.1 Youth that are referred under this Contract.
- 8.2 Contractor's Education Advocates shall provide educational services and advocate for the educational needs and rights of Probation, Foster and 241.1 Youth. The services provided by the Education Advocates shall include, but shall not be limited to the following:

SERVICE CATEGORY	SERVICE TASKS	OUTCOME MEASURES	MONTHLY SERVICE REPORT
School Enrollment	Ensure immediate enrollment in school, and report to the County any and all barriers to immediate enrollment.	Number and percentage of students enrolled within 1 day; 3 days; Never	Number of School Enrollment referrals Number and percentage enrolled within one day Number and percentage enrolled within three days Number and percentage enrolled longer than three days Number and percentage never enrolled
Decreased Expulsions	Immediately address and work to overturn any youth expulsions in accordance with regulations.	Number and percentage of expulsions overturned or upheld due to IEP non-compliance, Zero Tolerance policies, or other reasons.	Number of Expulsion referrals Number and percentage expulsions overturned Number and percentage expulsions upheld
Decrease Suspensions	Immediately address and work to reduce or reverse any youth suspensions in accordance with regulations.	Number and percentage of suspensions reversed; Number and percentage of suspension days reduced, if not reversed.	Number of Suspension referrals Number and percentage suspensions reversed Number and percentage suspensions reduced Number and percentage suspensions upheld
Decreased Opportunity Transfers	Immediately address and work to reverse any opportunity transfers in accordance with regulations.	Percentage of opportunity transfers reversed	Number of Opportunity Transfer referrals Number and percentage of opportunity transfers reversed
Proper School Placements	Ensure that youth are placed in appropriate school type, classes, and academic settings. Immediately report to the County any and all barriers to proper school placements.	Number and percentage of youth whose school type, classes and academic settings were corrected within 1 day; 3 days; Never. Number and percentage of youth found to be in correct school placement after review.	Number of Proper School Placement referrals Number and percentage correction made within one day Number and percentage correction made within three days Number and percentage correction never made Number and percentage school placement correct

SERVICE CATEGORY	SERVICE TASKS	OUTCOME MEASURES	MONTHLY SERVICE REPORT
Special Education Assessments	<p>Assist with legal protocol, time frames to ensure written requests for special education assessments are submitted correctly;</p> <p>When working with youth enrolled in Non-Public Schools (NPS) obtain and review records to determine special education status and the existence of an appropriate IEP;</p> <p>Assist with initiating special education assessments and refuting district denials;</p> <p>Report, with documentation to the County, any and all barriers resulting in youth enrolled without an appropriate IEP or who are not receiving appropriate special education services.</p>	<p>Number and percentage of students where the need for a special education assessment was addressed;</p> <p>Number and percentage of written request for special education assessments were submitted;</p> <p>Number and percentage of NPS students where IEPs and special education services were implemented or corrected for appropriateness.</p> <p>Number and percentage of students where denials for special education assessments were successfully refuted.</p>	<p>Number and percentage of students where the need for a special education assessment was addressed</p> <p>Number and percentage of written requests for special education assessments were submitted</p> <p>Number and percentage of NPS students where IEPs and special education services were implemented</p> <p>Number and percentage of NPS students where IEPs and special education services were corrected for appropriateness</p> <p>Number and percentage of students where denials for special education assessments were successfully refuted</p>
IEP Meetings	<p>Advocate at IEP meetings to ensure appropriate accommodations, resources, services and interventions specific to the youth are incorporated into IEP for implementation by the school district. Ensure IEP contains measurable goals and objectives derived from assessment data**</p> <p>Prep CSWs and ERHs to attend IEP without Education Advocate (EA) or if EA unable to attend</p>	<p>Number and percentage – Enhanced plans</p> <p>Number and percentage – Increased services/interventions</p> <p>Number and percentage – School placement change</p> <p>Number and percentage – Least Restrict Environment (LRE) setting, step down or main stream activities towards general education</p>	<p>Number of Referrals to attend IEP meeting</p> <p>Number and percentage of IEPs attended</p> <p>Number and percentage of CSWs and ERHs prepped to attend IEP without the Education Advocate</p> <p>Number and percentage of IEPs containing measurable goals and objectives derived from assessment data**</p> <p>Number and percentage of LRE, step down or main stream activities towards moving student to regular education</p>
California Standardized Test Scores (Upon County Request when deemed necessary)	<p>Obtain and review CA Standards Test Scores to determine youth's academic status. Immediately refer Did Not Meet Standard (DNMS) student cases to LEA for increased or remedial services.</p>	<p>Number and percentage of DNMS students receiving increased or remedial services as a result of referrals.</p>	<p>Number and percentage of students who DNMS in English Language Arts/Literacy</p> <p>Number and percentage of students who DNMS in Mathematics</p> <p>Number and percentage of DNMS students receiving increased or remedial services as a result of referrals</p>

SERVICE CATEGORY	SERVICE TASKS	OUTCOME MEASURES	MONTHLY SERVICE REPORT
AB 167/216 Graduation	Upon referral obtain and review records to determine if youth are on track to graduate and assist with placing youth on track to graduate in accordance with AB 167/AB 216, where appropriate and the youth and Education Rights Holder chooses this option.	Number and percent On track Number and percent Education Rights Holder will not allow placement in accordance with AB167/AB216 Number and percent LEAs not agree Number and percent Do Not Qualify	Number and percentage qualify for AB 167/216 graduation Number and percentage ERH will not allow placement in accordance with AB167/AB216 Number and percentage LEA will not allow placement in accordance with AB167/AB216 Number and percentage do not qualify Number and percentage receiving services who graduate (with AB167/216 and without AB17/216)
Credit Recovery	Work with school districts to obtain and review records to determine missing school credits, to ensure youth receive full & partial credit for school work successfully completed in current and prior schools.	Number of full credits recovered; Number of partial credits recovered	Number and percentage of students receiving credit recovery Number of full credits recovered Number of partial credits recovered
Request for Records	School records required to perform the services of this contract: <ul style="list-style-type: none"> <li>• Transcripts, progress records and/or report cards;</li> <li>• Attendance, behavior and discipline records;</li> <li>• Standardized test scores;</li> <li>• Special education assessments and/or IEP, if applicable, Individualized graduation plan(s)</li> </ul> Obtain the youth's education records from the schools in accordance with the Uninterrupted Scholars Act and AB 163 or via the following methods: <ul style="list-style-type: none"> <li>• Court Minute Order;</li> <li>• Authorized Request for School Report (DCFS 1726) form; or</li> <li>• Signed parental or Education Rights Holder consent (DCFS 179) for voluntary or a non-court legal guardian status youth.</li> </ul>	Number of Records requested per student from number of schools	Number and percentage of students for which school records were requested Number and percentage of schools from which records were requested Number and percentage of school records received

SERVICE CATEGORY	SERVICE TASKS	OUTCOME MEASURES	MONTHLY SERVICE REPORT
Outreach and Partnership	<p>Place Education Advocates in DCFS and Probation regional offices to best serve clientele and the surrounding school districts within office catchment.</p> <p>Outreach to schools and districts and develop partnerships with them regarding participation in programs and campaign for the educational advancement of DCFS and Probation students.</p>	<p>Number of schools targeted for outreach;</p> <p>Number of schools participating in remedial programs for foster youth as a result of outreach;</p> <p>Number of schools partnering with DCFS and Probation under one or more programs and agreeing to participate in the educational advancement of DCFS and Probation students.</p>	N/A
Training	<p>Collaborate with the County to develop training programs and modules for caregivers, DCFS staff, Probation staff, Education Rights Holders, contractor staff, and school staff.</p> <p>Partner with DCFS, Probation and school districts to train foster caregivers and Education Rights Holders.</p> <p>Train/Encourage on one topic per monthly general staff meeting at regional offices.</p> <p>Train school staff as needed.</p>	<p>Number of training sessions conducted for caregivers, DCFS staff, Probation staff, Education Rights Holders and school staff.</p>	<p>Number of trainings conducted, length of training, audience and subject matter maintain a file of training flyer and/or materials and sign-in sheets</p>
241.1 Reports	<p>Obtain and review school records to develop reports with recommendations (see Template in Exhibit A-4) to implement services for dual supervised youth. Prepare and present reports and recommendations at the 241.1 MDT Meetings and provide reports to LEA.</p> <p>Obtain and review education assessments already prepared by certain school district staff and comment on or add to the recommendations contained therein. Prepare and present reports and recommendations at the 241.1 MDT Meetings and provide reports to LEA.</p>	<p>Number of reports prepared and presented to 241.1 MDT meetings and provided to LEA.</p> <p>Number of youth for whom recommendations from report were implemented by the school</p>	<p>Number of 241.1 MDT education assessments (reports) written and presented at 241.1 MDT meetings</p>
School of Origin	<p>Outreach to and inform CSWs, regarding foster youth's right to remain in School of Origin (SOO).</p> <p>Assist CSWs in coordinating transportation needs to SOO.</p> <p>Connect with Education Rights Holders (ERH), youth, and caregiver, as needed, to discuss SOO.</p>	<p>Number of consultations provided.</p> <p>Number of consultations that lead to youth being transported to SOO.</p> <p>Method used to transport youth to SOO.</p> <p>Track reasons for youth not remaining in SOO.</p>	<p>Number of consultations provided.</p> <p>Number of consultations that lead to youth being transported to SOO.</p> <p>Method used to transport youth to SOO.</p> <p>Track reasons for youth not remaining in SOO.</p>



SERVICE CATEGORY	SERVICE TASKS	OUTCOME MEASURES	MONTHLY SERVICE REPORT
Referral and Tracking System	Work within the current online DCFs Education Consultant Referral system where the Education Advocate staff can securely log onto a web-based referral system to receive and respond to referrals from CSWs, DPOs, authorized DCFS and Probation staff.	N/A	N/A
Referral Process	<p>Referrals shall be submitted to Contractor via the web-based referral and tracking system. As a back-up, referrals, confirmations and other feedback will be sent via email or fax.</p> <p>Referrals shall contain the purpose and information related to the issues that require attention.</p> <p>Immediate response to referrals is required with confirmation and assignment status provided upon receipt (within one business day).</p> <p>Upon receipt, referrals shall be assigned to Contractor's staff for timely response.</p> <p>Contractor's staff shall contact the CSW, DPO or the authorized referring party to confirm all issues and education needs specified in the referral within seven business days.</p> <p>Upon receipt of referral, all activity, including recommendations and completion, shall be documented on the web-based referral and tracking system within 30 days.</p>		
Required Meetings	<p>Participate in meetings related to referrals as scheduled by DCFS, Probation and/or school administrators, which may also include the youth, the caregiver, CSW, DPO, and/or the school counselor/administrator.</p> <p>Attend and/or facilitate school participation in CFTs as necessary.</p>	N/A	N/A
Increased Graduation Rates	Work to ensure that referred youth are on track or working towards graduation.	Graduation rates as compared to the CDE baseline established in the 2016-2017 school year and/or the Invisible Achievement Gap data for outcome results.	Number of served youth who were on-track to graduate during the school year served, that graduated.
Improved Attendance	Link referred youth to intervention services to address attendance issues.	As compared to the CDE baseline established in the 2016-2017 school year and/or the Invisible Achievement Gap data for outcome results.	N/A

## SECTION D – SERVICE REPORTS

### 9.0 MONTHLY REPORTS

- 9.1 Contractor shall provide the County with a Monthly Service Report detailing outcome totals collectively (from all offices for each agency) and individually from each DCFS Regional Office and Probation District Office in alignment with the requirements of the SOW.
- 9.2 Contractor shall include in the Monthly Service Report copies of any Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.
- 9.3 Contractor shall submit a Monthly Service Report by the 10th of each month to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Education Advocate County Program Manager  
Patricia Armani  
425 Shatto Place, Fifth Floor  
Los Angeles, CA 90020

and

County of Los Angeles  
Probation Department  
8300 South Vermont Avenue, 3rd Floor  
Los Angeles, CA 90044  
Attention: Title IV-E Waiver Manager

## SECTION E – QUALITY ASSURANCE PLAN

### 10.0 QUALITY ASSURANCE PLAN

- 10.1 Contractor shall establish and utilize a comprehensive Quality Assurance Plan (QAP) with appropriate processes to ensure that the required services are provided at a consistently high level of service throughout the term of the Contract.
- 10.2 The QAP shall be submitted to DCFS and Probation for review and approval. The QAP shall be effective on the Contract start date and shall be updated and resubmitted for DCFS and Probation approval as changes occur.
- 10.3 The QAP shall include an identified monitoring system covering all the services listed in this Exhibit A, Statement of Work.
- 10.4 The system of monitoring to ensure that Contract requirements are being met shall include, but shall not be limited to, the following:
  - 10.4.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions;
  - 10.4.2 Ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by the County and the Contractor;
  - 10.4.3 Assuring that professional staff rendering services under the Contract have the necessary prerequisites;
  - 10.4.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
  - 10.4.5 Taking any corrective action, if needed, including a commitment to provide to the County upon request, a record of all inspections, the corrective action taken, time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action; and
  - 10.4.6 Continuing to provide services to the County in the event of absences of Contractor's employees.
- 10.5 If service delivery is deficient or Contract requirements are not met, the CPM will notify the Contractor Project Manager by phone, email, or written notice.

- 10.6 The Contractor Project Manager shall respond within one business day to all calls or reports regarding Contractor's performance.
- 10.7 The Contractor Project Manager shall: 1) immediately notify the CPM of any difficulty, problem or incident which may impact or delay the progress or completion of work; and 2) immediately work with the CPM to resolve such issues to avoid further problems with service delivery.
- 10.8 The CPM, and/or other authorized personnel, will monitor Contractor's performance in accordance with Section 8.20, County's Quality Assurance Plan, of the Contract, and Exhibit A-1, Performance Requirements Summary.

## **11.0 GREEN INITIATIVES**

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

## **12.0 DATA COLLECTION**

- 12.1 Contractor shall collect, manage, and submit data as directed by the County to demonstrate outcomes inclusive of the new guidelines set forth by DCFS and Probation.
- 12.2 Contractor shall work with the County to develop and implement tracking systems which include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided, and survey instruments. Contractor shall perform data entry to support these activities.

## **13.0 PROGRAM OUTCOMES**

This Contract adheres to the outcome goals established by the County for Child Safety and Well-Being.

- 13.1 Any Child Safety concerns found by the Education Advocate should be shared with the youth's CSW or DPO.
- 13.2 Contractor shall do its part to ensure Child Safety under this Contract including strict adherence to the goals summarized in Exhibit A-1.
  - 13.2.1 One hundred percent (100%) of suspected child abuse and neglect incidents are reported to the Child Protection Hotline or appropriate law enforcement agency.
  - 13.2.2 Contractor shall report directly to the Child Protection Hotline at (800) 540-4000 and/or appropriate law enforcement agency, any suspected child neglect or abuse, with notification to the County

Program Manager whether or not Contractor is a mandated reporter under the Penal Code, Sections 11164-11165.9.

13.3 Well-Being

13.3.1 One hundred percent (100%) of children are enrolled in school within 48 hours of referral.

13.3.2 One hundred percent (100%) of suspensions, expulsions and/or opportunity transfer referrals are appropriately addressed and completed.

13.3.3 One hundred percent (100%) of Education Assessments for youth involved in the 241.1 MDT process are completed and presented to DCFS or Probation directly or at Document and Assessment Meetings.

<b>PROGRAM OUTCOME SUMMARY SAFETY</b>		
<b>PROGRAM: EDUCATION ADVOCACY, LIAISON AND INTERVENTION SERVICES</b>		
<b>OUTCOME GOALS:</b> Children and youth are free from abuse and neglect.		
<b>OUTCOME INDICATORS</b>	<b>PERFORMANCE TARGETS</b>	<b>DATA COLLECTION</b>
No Substantiated allegations against Contractor	100% of the corrective action plan is successfully implemented	<ul style="list-style-type: none"> <li>• Corrective Action Plans</li> <li>• Annual Summary Reports</li> <li>• Special Incident Reports</li> <li>• Child / Children Interview</li> </ul>
No Contractor reporting of child abuse and neglect made known to them	100% of suspected child abuse and neglect incidents reported to the Child Protection Hotline and/or appropriate law enforcement agency	

# STATEMENT OF WORK

## EXHIBITS

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PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
<p>1. <u>Referral Processes</u> Contractor is required to adhere to referral processes.</p> <p>2. <u>Access to Education Records</u> Contractor must access education records for review</p> <p>3. <u>Assessment of Education Records</u> Contractor shall assess education records to provide specified services and reports</p> <p>4. <u>School Enrollment</u> Contractor shall work to enroll youth in school, and address any issues of suspension, expulsion or opportunity transfer from school</p> <p>5. <u>Credit Recovery</u> Contractor shall manage Credit Recovery</p> <p>6. <u>Meetings</u> Contractor shall attend, or prepare CSWs to attend scheduled meetings</p> <p>7. <u>Reports</u> Contractor shall provide required reports, as specified</p>	<p>No more than two substantiated incidents of Contract non-compliance within a 12-month period</p>	<p>County will monitor the Contractor's performance and the delivery of services by utilizing one or more of the following methods:</p> <ul style="list-style-type: none"> <li>• Observation;</li> <li>• Contractor's Records;</li> <li>• Monthly Report;</li> <li>• Education and Assessment Reports;</li> <li>• Education Records; and</li> <li>• CSW Records</li> </ul>	<p>For each substantiated incident of Contract non-compliance, Contractor shall respond in writing within 48 hours from receipt of notice of the incident.</p> <p>Contractor responds with a written Corrective Action Plan (CAP) that shall include an explanation of the problem and the proposed remedy, which shall be subject to County approval.</p> <p>Contractor's invoice is subject to a single deduction of \$250 by the County, at its sole discretion, when the following occurs:</p> <ol style="list-style-type: none"> <li>1. Over two substantiated incidents of Contract non-compliance occur within a 12-month period; and</li> <li>2. County rejects as incomplete and/or unsatisfactory any written CAP that Contractor submits in response to a substantiated incident; - <b>OR</b> -</li> <li>3. Contractor fails to submit a written response and/or CAP, as required, for each documented and substantiated incident of Contract non-compliance.</li> </ol> <p>Should Contractor fail to correct deficiencies within said time frame, County may: a) Deduct from Contractor's payment, pro rata, those applicable portions of Monthly Contract Sum; and/or b) Deduct liquidated damages. Parties agree a reasonable estimate of such damages shall be One Hundred Dollars (\$100) per day per infraction. Said amount shall be deducted from County's payment to the Contractor.</p>

**EDUCATION ADVOCACY, LIAISON AND INTERVENTION SERVICES**

**PRICING SCHEDULE**

Contractor hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary and Contract.

Contractor is to be paid an hourly rate for services performed by the Education Advocates. Contractor may only invoice for a maximum of 29 Education Advocates performing work at any time unless prior written approval has been given by the County Program Manager.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, and Contract.

EDUCATION ADVOCACY, LIAISON AND INTERVENTION SERVICES	Unit of Service	Price
	Per Hour Rate	
Education Specialist Services 4KIDS	\$60.32	\$3,358,987.83

*Verle English*

Authorized Signature

Verle English, CEO

Print Name and Title

*May 2, 2018*

Date



# Line Item Budget Proposal

CONTRACTOR NAME: Verle English, CEO, Education Specialist Services 4KIDS

Service Category: Education Advocacy, Liaison and Interventions Services

DIRECT COST	Full Time Equivalent Position (FTE)	Part Time Equivalent Position (PTE)	Hourly Rate (mo/174 hr)	Monthly	Monthly Total Staff	Annual Individuals	Annual Total Staff
Chief Executive Officer	1		\$7,47	\$10,000	\$10,000	\$120,000	\$120,000
Alternate Program Manager	2		\$47.13	\$16,400	\$16,400	\$98,400	\$196,800
Education Advocates	28		\$39.68	\$6,900	\$200,100	\$92,800	\$2,401,200
Clerical Specialist	1		\$19.90	\$3,700	\$3,700	\$44,400	\$44,400
Clerical—extra help		1	\$17.24	\$3,000	\$3,000	\$36,000	\$36,000
Human Relations Coordinator	1		\$30.00	\$5,220	\$5,220	\$62,640	\$62,640
Substitute Education Advocates		2	\$30.65	\$2,868	\$5,333	\$31,992	\$62,984
<b>Total Salaries and Wages</b>	<b>34</b>	<b>3</b>			<b>\$243,753</b>		<b>\$2,924,024</b>


Employee Benefits	Number of FTE Employees	Monthly Cost per FTE	Monthly Cost for all FTE
Medical Insurance	34	\$0.00	\$0.00

Payroll Taxes and Workmans Comp (.09+.015=.105)	Total Positions (FTE and PTE)	Monthly Cost	Total Annual Cost
SUI, FICA, WC	37	\$25,595.21	\$307,022.52

Insurance	Insurance Coverage Type	Number of Positions	Total Monthly	Total Annually
Commercial General Liability Insurance (SPARTA)	General Aggregate			
	Operations Aggregate	37	\$4,107.00	\$49,284.00
	Each Occurrence			
	\$1,000,000			

Phones, Computers, Supplies Equipment	Total Cost and Service Plan	Monthly	Total INDIRECT COST Annually
Phones, Computers, Printers, Encrypting, Supplies, Badges, Cards, Virus protection	\$22,000.00		
General Accounting/Bookkeeping/Payroll	\$1,000.00	\$1,000.00	\$12,000.00
Management Overhead, travel, trainings, conferences, supplies, mileage	\$500.00	\$500.00	\$6,000.00
Other, rent, utilities	\$450.00	\$450.00	\$5,400.00
<b>Total Annual INDIRECT COST</b>			<b>\$23,400.00</b>

<b>TOTAL DIRECT and INDIRECT COST</b>	<b>\$3,325,730.52</b>
PROFIT Percentage 1%	\$33,257.31
Subtotal	\$3,358,987.83
<b>TOTAL MONTHLY COSTS</b>	<b>\$279,915.65</b>
<b>TOTAL DIRECT and INDIRECT COST for Employees</b>	<b>\$3,325,730.52</b>

Approved  
  
 Patricia A. Armani  
 5/2/18

County of Los Angeles Department of Children and Family Services  
**AB 241.1 MULTI-DISCIPLINARY TEAM EDUCATIONAL ADVOCATE REPORT**  
 Educational Assessment

Name of Student: District of Residence:  
 Date of Birth: School of Attendance:  
 Chronological Age: Grade:  
 Ethnicity: Date of Last IEP  
 Gender: Special Ed. Eligibility: Specific Learning Disability  
 Meeting Date:  
 Holder of Educational Rights: Relationship: No Education Rights Holder  
 Current ERH is not available or not active  
 Education Advocate:

**EDUCATION ADVOCATE SUMMARY - Summary of educational needs that must be addressed**  
 Case No was referred for an assessment by the MDT for an update on his educational status and needs.

Educational History

Case No is a(n) [ ] grader who is currently not enrolled in school. He attends [ ] School in the [ ] School District. This is a Public School (non Charter). He has attended [ ] schools over the last four years; and [ ] over the last nine academic months. Most of this time has been in the [ ] School District. He has attended [ ] elementary, [ ] middle, and [ ] senior high schools.

The following is a list of his schools for the last four years.

Grade	School	District	Year/Time Period

A review of Case No’s last four years of school, including attendance, academics, and behavior, is provided based on complete records.

Attendance

Over the last nine academic months, Case No has not been enrolled in school. For example, he was present [ ] days and absent [ ] full and [ ] partial days. His attendance rate over the current semester is [ ]. A detailed review of attendance over the last four years shows that he has exhibited a pattern of excellent attendance. Records show that he was:

- Present [ ] days and absent [ ] full and [ ] partial days at [ ] school, grade [ ];
- Present [ ] days and absent [ ] full and [ ] partial days at [ ] school, grade [ ];

- Present  days and absent  full and  partial days at  school, grade .
- Present  days and absent  full and  partial days at  school, grade .

A similar pattern exists for his truancy rate. Records show that Case No was truant  times over the last four years. This rate has supported acquisition to educational programs and services.

Grade	School	Present	Absent Full/Partial	Truant

Academics

On average, Case No is doing well (mostly A's and B's) in core academic classes. For example, he is currently earning  A's in ;  B's in ;  C's in ;  D's in ; and  Fails in . This is consistent with grades earned over the last four years.

- In grade
- In grade
- In grade
- In grade

Grade Level and School																				
Semester/Grade	[Grade-School] 2009-2010					[Grade-School] 2010-2011					[Grade-School] 2011-2012					[Grade-School] 2012-2013				
	A	B	C	D	F	A	B	C	D	F	A	B	C	D	F	A	B	C	D	F
Fall																				
Spring																				
Summer																				
Total																				

Case No performed in the Proficient range in both subject areas on his most recent California Standards Test (CST) / California Modified Assessments Test (CMA)

California Standards Test / Modified Assessment Test Results

End Year	Grade	Subject	Level
2013		English/Language Arts	Advanced
2013		Mathematics	Advanced
2013		Science	Advanced
2013		History – Social Science	Advanced

*Progress toward graduation*

Case No has earned at least  credits toward graduation. He is on track to graduate on time. He has passed the Mathematics and English/LArts section of the California High School Exit Examination

with scores of [ ] and [ ], respectively. If he is successful in completing all of the requirements, he should graduate in June, [ ]. His projected graduation date is unknown.

CaseNo has not earned any credits toward graduation as he is not yet in high school.

Behavior

Over the last nine academic months, CaseNo has had excellent overall behavior. For example, he has not had any significant behavioral problems. Problems related to these discipline issues have involved (*delete those that don't apply*) school attendance/ absences/tardies/truancies; insubordination to adults/staff; profanity/vulgarity/obscenity; fighting/threatening to fight; weapons on campus; prohibited substances on campus; inappropriate touching/sexual behavior/ other; unknown.

Interventions

The following interventions have been attempted: (*delete those that don't apply*) Student Study Team Review; Section 504 Supports, including [ ]; Student Attendance Review Team/Board; Attendance contract; Response to Intervention; School-based Counseling; Academic/Instructional Tutoring; Other (specify).

CaseNo is a Regional Center Client. It is unknown if CaseNo is a Regional Center Client.

Special Education Assessment and Services

At this time, CaseNo is not receiving special education services and they do not appear to be necessary. It is uncertain if CaseNo is receiving special education services at this time.

At the most recent Initial Individualized Education Program (IEP) meeting, dated [ ], CaseNo was determined to be eligible for special education services as a student with a primary eligibility Specific Learning Disability and a secondary eligibility of Specific Learning Disability. He is currently receiving supports in (*delete services that don't apply*) Speech and Language Therapy; Occupational/Physical Therapy; Behavioral Intervention; Behavior Support Plan; Counseling as a Related Service /School Mental Health Services; Extended School Year; Adapted Physical Education; ERMHS Outpatient provided in the General Education Class Program.

**EDUCATION ADVOCATE SUMMARY and RECOMMENDATIONS**

- Enrollment -
- Enrollment -
- Enrollment -
- Enrollment -
- Enrollment -
- Enrollment -
- Enrollment -
- Enrollment -
- Enrollment -

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Education Advocate  
 Department of Children and Family Services

---

Date

**ENSURING EDUCATIONAL RIGHTS AND STABILITY FOR FOSTER YOUTH  
AB 490 AND AB 1933 SUMMARY**

1. Establishes legislative intent that foster youth are ensured access to the same opportunities to meet academic achievement standards to which all students are held, maintain stable school placements, be placed in the least restrictive educational placement and, have access to the same academic resources, services and extracurricular and enrichment activities as all other children. Makes clear that education and school placement decisions are to be dictated by the best interest of the child.
2. Creates school stability for foster children by allowing them to remain in their school of origin for the duration of Dependency Court jurisdiction when their placement changes and remaining in the same school is in the child's best interest.
3. Requires county placing agencies to promote educational stability by considering in placement decisions the child's school attendance area.
4. Requires Local Educational Agencies (LEAs) to designate a staff person as a foster care education liaison to ensure proper placement, transfer and enrollment in school for foster youth.
5. Makes LEAs and County Social Workers or Probation Officers jointly responsible for the timely transfer of students and their records when a change of schools occurs.
6. Requires that a comprehensive public school be considered as the first school placement option for foster youth.
7. Provides that a foster child has the right to remain enrolled in and attend his/her school of origin pending resolution of school placement disputes.
8. Allows a foster child to be immediately enrolled in school even if all typically required school records, immunizations, or school uniforms are not available.
9. Requires an LEA to deliver the pupil's education information and records to the next educational placement within two days of receiving a transfer request from a county placing agency.
10. Requires school districts to calculate and accept credit for full or partial coursework satisfactorily completed by the student and earned while attending a public school, juvenile court school or nonpublic, nonsectarian school.
11. Authorizes the release of educational records of foster youth to the county placing agency, for purpose of compliance with WIC 16010, case management responsibilities required by the Juvenile Court or law, or to assist with transfer or enrollment of a pupil.
12. Ensures that foster youth will not be penalized for absences due to placement changes, court appearances, or related court ordered activities.

**INVOICE**  
**Education Advocacy, Liaison and Intervention Services**

Company Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, ST, Zip Code: \_\_\_\_\_  
 Phone / Fax: \_\_\_\_\_

Date: \_\_\_\_\_  
 Invoice # \_\_\_\_\_  
 Vendor ID \_\_\_\_\_

**INVOICE FOR THE MONTH OF \_\_\_\_\_ 2018**

OFFICE NAME	TOTAL HOURS	HOURLY RATE	AMOUNT
Belvedere		\$0.00	\$0.00
Compton		\$0.00	\$0.00
Covina Annex		\$0.00	\$0.00
El Monte		\$0.00	\$0.00
Glendora		\$0.00	\$0.00
Lancaster		\$0.00	\$0.00
Metro North (Broadway)		\$0.00	\$0.00
Palmdale		\$0.00	\$0.00
Pasadena		\$0.00	\$0.00
Pomona		\$0.00	\$0.00
Santa Clarita		\$0.00	\$0.00
Santa Fe Springs		\$0.00	\$0.00
South County (Lakewood)		\$0.00	\$0.00
Torrance		\$0.00	\$0.00
Van Nuys		\$0.00	\$0.00
Vermont Corridor		\$0.00	\$0.00
Wateridge		\$0.00	\$0.00
West Los Angeles		\$0.00	\$0.00
West San Fernando Valley (Chatsworth)		\$0.00	\$0.00
			\$0.00

If you have any questions concerning this invoice please contact: \_\_\_\_\_

**CERTIFICATION**

I certify, under penalty of perjury, that this invoice is true in all respects.

Name: \_\_\_\_\_  
 (Print)

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

For Use by DCFS Program Manager Only	
Approving CPM: <u>Patricia A. Armani</u>	Date: _____

**INVOICE**  
**Education Advocacy, Liaison and Intervention Services**

Company Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, ST, Zip Code: \_\_\_\_\_  
 Phone / Fax: \_\_\_\_\_

Date: \_\_\_\_\_  
 Invoice # \_\_\_\_\_  
 Vendor ID \_\_\_\_\_

**INVOICE FOR THE MONTH OF \_\_\_\_\_ 2018**

OFFICE NAME	TOTAL HOURS	HOURLY RATE	AMOUNT
Centinela (South Los Angeles)		\$0.00	\$0.00
East Los Angeles		\$0.00	\$0.00
Foothill (Pasadena)		\$0.00	\$0.00
Long Beach		\$0.00	\$0.00
Van Nuys		\$0.00	\$0.00
			\$0.00

If you have any questions concerning this invoice please contact: \_\_\_\_\_

**CERTIFICATION**

I certify, under penalty of perjury, that this invoice is true in all respects.

Name: \_\_\_\_\_  
 (Print)

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

For Use by Probation Program Manager Only	
Approving CPM: _____	Date: _____

**CONTRACT FOR  
EDUCATION ADVOCACY, LIAISON AND INTERVENTION SERVICES**

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***STATEMENT OF WORK***

***EXHIBIT A TO SAMPLE CONTRACT***

## CONTRACTOR'S EEO CERTIFICATION

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 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 Corporation 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

## COUNTY'S ADMINISTRATION

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

### COUNTY PROGRAM DIRECTOR:

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

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

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

\_\_\_\_\_

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

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

### COUNTY PROGRAM MANAGER:

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

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

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

\_\_\_\_\_

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

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

### COUNTY CONTRACT PROGRAM MONITOR:

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

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

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

\_\_\_\_\_

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

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

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

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

**CONTRACTOR'S PROJECT MANAGER:**

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

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

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

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

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

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

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

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

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

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

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

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

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

### CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_ during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Copy to be forwarded to Probation Program Manager within five (5) business days of start of employment.

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.

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- 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)

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**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 BABY LAW

# *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)



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www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

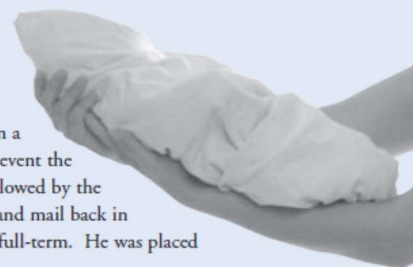
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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

## A baby's story

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



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



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

**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)



# 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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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

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

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

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

**OR**

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

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Signature

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Date

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Name and Title of Signer (please print)