



PHILIP L. BROWNING  
Director

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

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Board of Supervisors  
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Fifth District

June 09, 2015

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

21 June 9, 2015

PATRICK O'QUINN  
ACTING EXECUTIVE OFFICER

**REQUEST APPROVAL TO ENTER INTO A CONTRACT WITH THE CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA FOR THE COMMUNITY CHILD ABUSE COUNCILS COORDINATION SERVICES (ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Department of Children and Family Services (DCFS) requests your Board's approval to enter into a contract with the Children's Bureau of Southern California (CBSC) to provide Community Child Abuse Councils Coordination (CCACC) services effective July 1, 2015, through June 30, 2016, with options to extend the contract for two additional one-year renewal periods.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Mayor of the Board to sign the Community Child Abuse Councils Coordination Contract (Attachment I) with CBSC to coordinate the efforts of the community's child abuse councils. The term of the contract will be effective July 1, 2015, through June 30, 2016, with options for the County to extend the term for two additional one-year renewal periods through June 30, 2018, at a Maximum Annual Contract Sum of \$100,000 for the first contract period, and a Maximum Annual Contract Sum of \$100,000 for each of the remaining two option years, for a Total Maximum Contract Sum of \$300,000, financed with AB 2994 Special Revenue Funds, and a required supplement of 33.3 percent in-kind match contribution from the Contractor per contract period.
2. Delegate authority to the Director of DCFS, or designee, to execute amendments to extend the contract for each of the two additional one-year renewal options by written notice. Approval from County Counsel will be obtained prior to exercising each renewal option, and the Director will notify the Board and the CEO in writing within 10 business days after execution.
3. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or

decrease the Maximum Annual Contract Sum in the event of budget allocation increases or decreases not to exceed 10 percent of the Maximum Annual Contract Sum. 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 designee, to execute amendments to extend the contract on a month-to-month basis for a period not to exceed six months beyond June 30, 2018, in the event the extension is necessary to complete the solicitation process for a new contract. Approval from County Counsel will be obtained prior to executing such an amendment, and the Director will notify the Board and the CEO in writing within 10 business days after execution.

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

CCACC services are State mandated for counties receiving AB 1733/2994 funding. Pursuant to Welfare and Institutions Code (WIC) Section 18983, each county is required to fund child abuse prevention coordinating councils whose primary purpose is to coordinate the community's efforts to prevent and respond to child abuse. DCFS receives funding through its Child Abuse Prevention Intervention Treatment (CAPIT) Program and aims to contract for CCACC services to meet this requirement.

The CCACC service coordinate, plan, provides oversight, and facilitate joint service activities to meet the collective goals of 12 to 14 child abuse councils, and ensure that they provide child abuse prevention intervention services in their respective communities. In addition, the CCACC services must maintain its liaison role with the formal Child Abuse Council of Los Angeles County, the Inter-Agency Council on Child Abuse and Neglect (ICAN) as outlined and required in the Statement of Work for this contract. The CCACC contractor will act as the community representation of ICAN and its work aligns with the mission of ICAN. Attendance at numerous ICAN meetings as detailed in the Statement of Work will enable the contractor to fulfill this requirement. The funding guideline requires that the contractor distribute a minimum of 30 percent, or thirty thousand dollars (\$30,000), of the Maximum Annual Contract Sum equally among the Child Abuse Councils for special projects. In addition, the contractor is required to provide an in-kind match, equal to, 33.3 percent per contract period.

CBSC is being recommended for the new CCACC contract award because its proposal ranked the higher of the two proposals submitted in response to a Request for Proposals (RFP) that was released on August 8, 2014. The new CCACC contract will continue to allow DCFS to meet the State requirements to provide CCACC services.

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

This contract is consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness, by maximizing opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. This goal: 1) allows more children to remain safely in their homes; 2) reduces the reliance on out-of-home care through the provision of intensive, focused, individualized services; 3) reduces the number of children and their length of stay in congregate care while ensuring that individualized case planning and appropriate community alternatives are in place; and 4) reduces the timelines to permanency.

### **FISCAL IMPACT/FINANCING**

The Maximum Annual Contract Sum of \$100,000 for the first contract period will be financed using AB 2994 Special Revenue Funds. The anticipated total available AB 2994 funding for the two option years is \$200,000, at a cost of \$100,000 for each FY 2016-17 and FY 2017-18. Funding for the first contract period will be included in the Department's FY 2015-16 Proposed Budget. In addition, the contractor is required to provide a supplement of 33.3 percent in-kind match contribution per contract period.

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

On September 24, 1982, the Governor of California approved legislation (AB 1733 and AB 2994) to help prevent and treat child abuse and neglect. AB 2994 established the County Trust Fund, which supports the funding of child abuse prevention, intervention, and treatment services. The legislation also provides that a designated commission, board or council develop and recommend funding priorities to the Board of Supervisors, which makes the final funding decisions. In Los Angeles County, the designated council is the ICAN.

On August 21, 1998, AB 2779 augmented the general provision of AB 1733, authorizing additional funding for enhanced services with the emphasis on prevention programs provided through nonprofit agencies and support to child abuse councils.

On October 4, 2001, the Los Angeles County Board of Supervisors approved ICAN's funding guidelines and recommendations to fund programs that provide a full range of comprehensive child abuse and neglect prevention, intervention and treatment services as well as funds for CCACC services. Pursuant to Welfare and Institutions Code (WIC) Section 18983, each county shall fund child abuse prevention coordinating councils to meet the criteria set forth in WIC Section 18982. DCFS has been contracting for CCACC services since July 1, 2003.

CBSC is being recommended to your Board for the new CCACC services contract award, which will be effective July 1, 2015, through June 30, 2016, with two one-year renewal options to extend the contract for FY 2016-17 and FY 2017-18, at the estimated Maximum Contract Sum of \$300,000, to include a State requirement of 33.3 percent in-kind match from the Contractor per contract period.

The Board letter has been reviewed by the Chief Executive Office and County Counsel. The attached form contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On August 8, 2014, DCFS released an RFP for CCACC services to fulfill the service needs that were being provided by an existing Contractor whose contract was due to expire December 31, 2014. On December 16, 2014, the Board of Supervisors approved DCFS' request for an additional six-month extension effective January 1, 2015, to June 30, 2015, to allow sufficient time to complete the RFP process.

Of the two proposals submitted in response to the RFP, CBSC was selected, and is therefore being recommended the award of this contract to provide CCACC services.

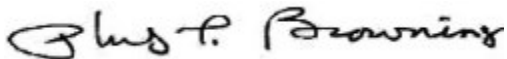
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended award of the contract to CSBC will continue to allow the implementation of CCACC services, which helps DCFS facilitate and improve upon family outcomes and child safety in their homes without a break in service.

**CONCLUSION**

Upon Board approval, the Acting Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Department of Children and Family Services.

Respectfully submitted, PHILIP L. BROWNING



PHILIP L. BROWNING

Director

PLB:EM:LTIKAF:J

AR:mn

Enclosures

c: Interim Chief Executive Officer  
County Counsel  
Acting Executive Officer, Board of Supervisors

**COMMUNITY CHILD ABUSE COUNCILS COORDINATION SERVICES**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**



**AND**

**CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA**

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

July 1, 2015

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
COMMUNITY CHILD ABUSE COUNCILS COORDINATION SERVICES CONTRACT

**TABLE OF CONTENTS**

Section Number and Title	Page
PART I: UNIQUE TERMS AND CONDITIONS.....	2
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS .....	2
2.0 TERM .....	4
3.0 CONTRACT SUM .....	4
4.0 INSURANCE REQUIREMENTS .....	5
5.0 INVOICES AND PAYMENTS .....	10
6.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	11
7.0 CONFIDENTIALITY .....	12
8.0 CONTRACTOR’S STAFF IDENTIFICATION.....	13
9.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM.....	14
10.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	14
PART II: STANDARD TERMS AND CONDITIONS.....	16
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR .....	16
2.0 ADMINISTRATION OF CONTRACT – COUNTY .....	16
3.0 AMERICANS WITH DISABILITIES ACT (ADA).....	17
4.0 ASSIGNMENT AND DELEGATION.....	17
5.0 AUTHORIZATION WARRANTY .....	17
6.0 BUDGET REDUCTION.....	18
7.0 CHANGES AND AMENDMENTS .....	18
8.0 CHILD ABUSE PREVENTION REPORTING .....	19
9.0 CHILD SUPPORT COMPLIANCE PROGRAM.....	19
10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM .....	20
11.0 COMPLAINTS .....	20
12.0 COMPLIANCE WITH APPLICABLE LAWS .....	21
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS .....	22
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM.....	22
15.0 CONDUCT OF PROGRAM .....	23
16.0 CONFLICT OF INTEREST .....	23
17.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS .....	24
18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST .....	24
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING .....	25
20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD).....	25
21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	25
22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....	27
23.0 CONTRACTOR’S WORK .....	27
24.0 COUNTY’S QUALITY ASSURANCE PLAN.....	28
25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	28
26.0 EMPLOYEE BENEFITS AND TAXES .....	28
27.0 EMPLOYMENT ELIGIBILITY VERIFICATION.....	29

28.0	EVENTS OF DEFAULT .....	29
29.0	FAIR LABOR STANDARDS .....	30
30.0	FIXED ASSETS .....	30
31.0	FORCE MAJEURE .....	30
32.0	FORMER FOSTER YOUTH CONSIDERATION .....	31
33.0	GOVERNING LAW, JURISDICTION, AND VENUE .....	31
34.0	INDEMNIFICATION .....	32
35.0	INDEPENDENT CONTRACTOR STATUS .....	32
36.0	LIQUIDATED DAMAGES .....	32
37.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN .....	33
38.0	MOST FAVORED PUBLIC ENTITY .....	34
39.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....	34
40.0	NON EXCLUSIVITY .....	35
41.0	NOTICE OF DELAYS .....	35
42.0	NOTICE OF DISPUTE .....	35
43.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	35
44.0	NOTICES .....	36
45.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	36
46.0	PROPRIETARY RIGHTS .....	36
47.0	PUBLIC RECORDS ACT .....	37
48.0	PUBLICITY .....	38
49.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	38
50.0	RECYCLED-BOND PAPER .....	40
51.0	SAFELY SURRENDERED BABY LAW .....	40
52.0	SHRED DOCUMENT .....	40
53.0	SUBCONTRACTING .....	40
54.0	TERMINATION FOR DEFAULT .....	41
55.0	TERMINATION FOR CONVENIENCE .....	42
56.0	TERMINATION FOR IMPROPER CONSIDERATION .....	43
57.0	TERMINATION FOR INSOLVENCY .....	43
58.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	44
59.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	44
60.0	TIME OFF FOR VOTING .....	44
61.0	VALIDITY .....	44
62.0	WAIVER .....	44
63.0	WARRANTY AGAINST CONTINGENT FEES .....	45
64.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION .....	45

## **EXHIBIT A: STATEMENT OF WORK**

EXHIBIT A-1	Performance Requirements Summary
EXHIBIT A-2	Intentionally Left Blank
EXHIBIT A-3	Line Item Budget

## **EXHIBIT B: ATTACHMENTS**

Attachment A	Contractor's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	Contractor Acknowledgement and Confidentiality Agreement
Attachment C-2	Contractor's Employee Acknowledgement and Confidentiality Agreement
Attachment D	Contractor's Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Service Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	Contractor's Administration
Attachment J	County's Administration
Attachment K	Charitable Contributions Certification
Attachment L	Intentionally Left Blank
Attachment M	Intentionally Left Blank
Attachment N	Intentionally Left Blank
Attachment O	Certification of Compliance with the County's Defaulted Property Tax Reduction Program



**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
COMMUNITY CHILD ABUSE COUNCILS COORDINATION SERVICES CONTRACT**

Community Child Abuse Councils Coordination Services Contract (hereinafter referred to as "Contract").

This Contract is made and entered into this 9th day of June 2015, by and between

County of Los Angeles  
hereinafter referred to as "COUNTY"

and

Children's Bureau of Southern California  
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 desires to provide Community Child Abuse Councils Coordination Services; and

WHEREAS, County has determined that the services to be provided under this Contract are to coordinate Child Abuse Councils community efforts to prevent and respond to child abuse as specified in Section 18982 et seq. of the Welfare and Institution Code as referenced below; and

WHEREAS, County has determined that the functions of a Community Child Abuse Councils Coordination shall be consistent with WIC section 18982.2; and

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

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

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.
- 1.2 Exhibits A, A-1, A-3, and B, Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, and O, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Exhibits A, A-1, A-3, and Exhibit B, Attachments.
- 1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
  - A. **Chief Executive Office or Chief Executive Officer** – means the office/position established to assist the Board of Supervisors in handling administrative details of the County.
  - B. **Contract** – means an agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
  - C. **Contractor** – means the sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by Exhibit A, Statement of Work.
  - D. **County** – means the County of Los Angeles and includes the Department of Children and Family Services.
  - E. **County's Board of Supervisors** - means the governing body of the County of Los Angeles.

- F. **County Program Manager** – means the County representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- G. **Day or Days** – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.
- H. **DCFS** – means County’s Department of Children and Family Services.
- I. **Director** – means County’s Director of the Department of Children and Family Services or his or her authorized designee.
- J. **Fiscal Year(s)** – means the 12 month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- K. **Maximum Contract Sum** – means the total amount to be paid under this contract.
- L. **Overpayments** – means those payments defined by MPP -43-304.1.11 "any amount of aid paid which a foster care provider received on behalf of a child to which the provider was not entitled or an expenditure made by a Group Home provider not in conformity with Section 11-404." Amounts a provider are not entitled to also includes amounts paid where the provider did not care for the child for the period of time the child was no longer in the home and may include a temporary absence. AFDC-FC Overpayments are governed by MPP 11-425, 22-001, 22-003, 22-009 and 45-302 through 45-306 and 11-404 inclusive.
- M. **Participant** – means a person who partakes of the services the Contractor is obligated to perform for County under this contract.
- N. **Program** – means the work to be performed by Contractor as defined in Exhibit A, Statement of Work.
- O. **State** – means the government of California.
- P. **State Manual of Policies and Procedures** – means the regulations found in the Manual of Policies and Procedures issued by the State of California Health and Human Services Agency, Department of Social Services (CDSS).

## **2.0 TERM**

- 2.1 The term of this Contract shall commence on July 1, 2015, or the date of execution by the County's Board of Supervisors, whichever is later, and shall expire on June 30, 2016, or one year from the date of execution by the County's Board of Supervisors, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 The County shall have the sole option to extend the Contract term for up to two additional one-year periods for a maximum total Contract term of three years. Each such option and extension shall be exercised at the sole discretion of the Director, by Amendment or written notice to the Contractor, provided that approval of County's Chief Executive Office (CEO) is obtained prior to any such extension.
- 2.3 The County will issue a written start work notice to Contractor indicating when services under this Contract can begin. Contractor shall not begin any services under this Contract without such written start work notice from the County. County has the right to issue a written stop work order whenever the County deems that it is in its best interest to do so, and Contractor shall stop work immediately upon receipt of such written stop work notice.
- 2.4 The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, the Contractor shall send written notification to the County Program Manager.
- 2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the Contractor 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond June 30, 2018, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## **3.0 CONTRACT SUM**

- 3.1 The Maximum Contract Sum for this contract is Three Hundred Thousand dollars (\$300,000).
- 3.2 County and Contractor agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County shall compensate Contractor, as specified in Exhibit A-3, Line Item Budget and Narrative, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.
- 3.3 The Contractor shall have no claim against County for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

- 3.4 The Contractor shall have no claim against County for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.
- 3.5 Contractor shall maintain a system of record-keeping that will allow the Contractor to determine when it has incurred 75 percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the County at the address herein provided in Attachment J, County's Administration.
- 3.6 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.
- 3.7 The Contractor has prepared and submitted to the County a budget segregating direct and indirect costs for the work to be performed by Contractor under this Contract. Budgeted expenses shall be reduced by applicable Contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered.
- 3.8 Time is of the essence with regard to Contractor's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

#### **4.0 INSURANCE REQUIREMENTS**

##### **4.1 General Insurance Requirements**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in

addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### 4.1.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of required endorsement shall be sent to:

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

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a

Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors, which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### 4.1.2 Additional Insured Status and Scope of Coverage

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

#### 4.1.3 Cancellation of or changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### 4.1.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### 4.1.5 Insurer Financial Ratings

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

#### 4.1.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### 4.1.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to effect such waiver.

#### 4.1.8 Deductibles and Self-Insured Retentions (SIRs)

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

#### 4.1.9 Claims Made Coverage

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

#### 4.1.10 Application of Excess Liability Coverage

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



#### 4.1.11 Separation of Insureds

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

#### 4.1.12 Alternative Risk Financing Programs

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

#### 4.1.13 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

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

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

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

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

arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **5.0 INVOICES AND PAYMENTS**

- 5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by County, Contractor shall invoice County monthly in arrears at the rate of compensation specified in the Pricing Schedule, as supported by the Budget, and in the format prescribed by the County. Contractor shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 5.2 Contractor, without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved Budget. Contractor shall request County's approval in writing for line item budget reallocations above the five 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.
- 5.3 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.
- 5.4 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-122. Contractor is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 5.5 Contractor shall submit the original monthly invoice to the DCFS Accounting Services and one copy to the County Program Manager for review and approval, as follows:

County of Los Angeles  
Department of Children and Family Services  
Attention: Accounting 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  
Attention: County Contract, Program Manager  
425 Shatto Place  
Los Angeles, CA 90020

**5.6 Local Small Business Enterprises (SBE) – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**6.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 6.1 For the safety and welfare of the children to be served under this Contract, Contractor shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the backgrounds investigation.
- 6.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 6.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

- 6.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 6.5 Contractor shall immediately notify County of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to Contractor.
- 6.6 Contractor agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **7.0 CONFIDENTIALITY**

- 7.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.2 Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.3 Contractor shall sign and adhere to the provisions of Exhibit B, Attachment C-1, "Contractor Acknowledgement and Confidentiality Agreement."
- 7.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement." Contractor shall maintain in its files copies of such executed Agreements.
- 7.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment D, "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement." Contractor shall maintain in its files copies of such executed Agreements.
- 7.6 Contractor shall notify County of any attempt to obtain confidential records through the legal process.

- 7.7 Contractor agrees to notify County in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to Contractor's attention, and that includes unauthorized access to Contractor's computer or computers (including those of any Subcontractor involved in the Relationship) containing Contractor's or County's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.8 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.8, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-section 7.8 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.9 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.10 Contractor shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

## **8.0 CONTRACTOR'S STAFF IDENTIFICATION**

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

## **9.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

- 9.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

## **10.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 10.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 10.2 County's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for

individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.

- 10.3 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 10.4 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 10.5 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 10.5.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 10.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
  - 10.5.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- 10.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

## **PART II: STANDARD TERMS AND CONDITIONS**

### **1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

#### **1.1 Contractor's Program Director**

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

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

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

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

### **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

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

#### **2.1 County Program Manager**

The responsibilities of the County Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements
- meeting with Contractor's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

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

2.3 The County Program Manager is responsible for overseeing the day-to-day administration of this Contract.



### **3.0 AMERICANS WITH DISABILITIES ACT (ADA)**

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

### **4.0 ASSIGNMENT AND DELEGATION**

- 4.1 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 section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.
- 4.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 4.3 Any assumption, assignment, delegation or takeover of any of the Contractor's duties, responsibilities, obligations or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **5.0 AUTHORIZATION WARRANTY**

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

## **6.0 BUDGET REDUCTION**

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

## **7.0 CHANGES AND AMENDMENTS**

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this Section 7.0.
- 7.2 Except as provided in this Section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the Director of DCFS.
- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
  - 7.4.2 The Board of Supervisors has appropriated sufficient funds in County's budget; and
  - 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

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

## **8.0 CHILD ABUSE PREVENTION REPORTING**

- 8.1 Contractor agrees that the safety of the child will always be the first priority. To ensure the safety of children, Contractor will immediately notify County and the Child Abuse Hotline whenever Contractor reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The Contractor will remain with the child if imminent risk is present.
- 8.2 Contractor shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
- 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract, who are required by the California Penal Code to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under the California Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- 8.2.3 The assurance that all employees of Contractor and Subcontractors understand that the safety of the child is always the first priority.

## **9.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 9.1 **Contractor's Warranty of Adherence to County's Child Support Compliance Program**
- 9.1.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 9.1.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and

Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **9.2 Termination for Breach of Warranty to Maintain Child Support Compliance**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Part II, Termination for Contractor's Default," and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

## **10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM**

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

## **11.0 COMPLAINTS**

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

- 11.1 Within five (5) business days after Contract effective date, Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 11.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 11.3 If the County request changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan with five (5) business days for County approval.
- 11.4 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.
- 11.5 The Contractor shall preliminarily investigate all complaints and notify the County Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 11.6 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.

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

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

- 12.1 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. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
- 12.1.1 Contractor acknowledges that this Contract will be funded, in part, with federal funds; therefore, Contractor agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
- 12.1.2 For contract over \$10,000, Contractor agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
- 12.2 Failure by Contractor to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this section 12.0 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to

retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

### **13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

### **14.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

#### **14.1 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 B, Attachment G, and incorporated by reference into and made a part of this Contract.

#### **14.2 Written Employee Jury Service Policy**

14.2.1 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 (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

14.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more

worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.2.3 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 term of this 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.

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

## **15.0 CONDUCT OF PROGRAM**

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

## **16.0 CONFLICT OF INTEREST**

16.1 No County employee whose position 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.

- 16.2 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 complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

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

- 17.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants, by job category, to the Contractor. Contractor shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.
- 17.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

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

Should 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 reemployment list during the life of this Contract.



## **19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

- 19.1 Contractor shall establish and maintain an accounting system have in place the necessary management tools and infrastructure capable of performing the administrative, financial and management information system functions, including contracting billing records management and quality assurance, as described in Exhibit B, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook
- 19.2 Contractor shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

## **20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)**

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

## **21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **21.1 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.

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

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

### **21.3 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.

#### **21.4 Contractor Hearing Board**

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.
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.
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.
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.
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 years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request,

the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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.

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

- County: [http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)
- State: <http://www.dir.ca.gov/dlse/debar.html>
- Federal: <http://www.epls.gov/eplis/search.do?multiName=true>

## **22.0 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 certification in Exhibit B, Attachment K, 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 that 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).

## **23.0 CONTRACTOR'S WORK**

23.1 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 more fully set forth in Exhibit A, Statement of Work.

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

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

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

## **25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

The 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 agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

## **26.0 EMPLOYEE BENEFITS AND TAXES**

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

26.2 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.

## **27.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 27.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. 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 such documentation of all covered employees for the period prescribed by law.
- 27.2 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 federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **28.0 EVENTS OF DEFAULT**

### **28.1 Default for Non-Performance**

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

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

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

### **28.2 Default for Insolvency**

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

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

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for Contractor;

28.2.4 The execution by Contractor of an assignment for the benefit of creditors.

### 28.3 Other Events of Default

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

## **29.0 FAIR LABOR STANDARDS**

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

## **30.0 FIXED ASSETS**

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

## **31.0 FORCE MAJEURE**

31.1 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 sub-section as "force majeure events").

31.2 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.

31.3 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.

## **32.0 FORMER FOSTER YOUTH CONSIDERATION**

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

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

32.2 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).

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

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

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

#### **34.0 INDEMNIFICATION**

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.

#### **35.0 INDEPENDENT CONTRACTOR STATUS**

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

35.2 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.

35.3 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.

35.4 The Contractor shall adhere to the provisions stated in Section 7.0, Confidentiality.

#### **36.0 LIQUIDATED DAMAGES**

36.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.



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

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

36.3 The action noted in Sub-section 36.2 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.

36.4 This Sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 36.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

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

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

### **38.0 MOST FAVORED PUBLIC ENTITY**

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

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

- 39.1 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.
- 39.2 The Contractor shall certify to, and comply with, the provisions of Exhibit B, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.
- 39.3 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.
- 39.4 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.
- 39.5 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.
- 39.6 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 when so requested by the County.

39.7 If the County finds that any provisions of this Section 39.0 have been violated, such violation shall constitute a material breach of contract upon which 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 Opportunity Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that the Contractor has violated the anti-discrimination provisions of this Contract.

39.8 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.

#### **40.0 NON EXCLUSIVITY**

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

#### **41.0 NOTICE OF DELAYS**

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

#### **42.0 NOTICE OF DISPUTE**

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

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

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

#### **44.0 NOTICES**

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

#### **45.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

#### **46.0 PROPRIETARY RIGHTS**

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

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

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

- 46.4 County will use reasonable means to ensure that Contractor's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Contractor of any Public Records Act request for items described in Sub-Section 46.3. County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Contractor.
- 46.5 Notwithstanding any other provision of this Contract, County shall not be obligated in any way under Sub-section 46.4 for:
- 46.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 46.3;
- 46.5.2 Any materials, data and information covered under Sub-section 46.2; and
- 46.5.3 Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.
- 46.6 Contractor shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, Contractor shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 46.7 Contractor shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.
- 46.8 The provisions of Sub-sections 46.5, 46.6, and 46.7 shall survive the expiration or termination of this Contract.

#### **47.0 PUBLIC RECORDS ACT**

- 47.1 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 Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such

records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

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

#### **48.0 PUBLICITY**

- 48.1 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:

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

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

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

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

- 49.1 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.

- 49.2 The Contractor agrees that the County, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards

and other employment records and confidential information, shall be kept and maintained by Contractor at a location in Los Angeles County and shall be made available to County, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the County's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at County's sole option, Contractor shall pay County for travel per diem and other costs incurred by County in exercising its rights under this Section. Contractor shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 49.3 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 49.4 Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 49.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand; or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 49.6 The Contractor shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by County and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing

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

## **50.0 RECYCLED-BOND PAPER**

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

## **51.0 SAFELY SURRENDERED BABY LAW**

### **51.1 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law.**

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

### **51.2 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

## **52.0 SHRED DOCUMENT**

52.1 The 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.

52.2 Documents for record and retention purposes in accordance with Section 49.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

## **53.0 SUBCONTRACTING**



The Contractor shall not subcontract out the requirements of this Contract in whole or in part.

#### **54.0 TERMINATION FOR DEFAULT**

54.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Program Manager:

54.1.1 Contractor has materially breached this Contract;

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

54.1.3 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.

54.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-section 54.1, the County may procure, upon such terms and in such manner, as County may deem appropriate, services similar to those so terminated. The Contractor shall be liable to the County for any and all excess cost incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

54.3 Contractor shall not be liable for any such excess costs of the type identified in Sub-section 54.2 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.

54.4 If, after the County has given notice of termination under the provisions of this Section, it is determined by the County that the Contractor was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.

54.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-section 54.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-section 54.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of County, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

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

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

## **55.0 TERMINATION FOR CONVENIENCE**

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

55.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

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

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

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

## **56.0 TERMINATION FOR IMPROPER CONSIDERATION**

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

## **57.0 TERMINATION FOR INSOLVENCY**

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

**58.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor and each County Lobbyist or County Lobbying firm, as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of 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.

**59.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**60.0 TIME OFF FOR VOTING**

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

**61.0 VALIDITY**

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

**62.0 WAIVER**

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

### **63.0 WARRANTY AGAINST CONTINGENT FEES**

63.1 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.

63.2 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.

### **64.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

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

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.



COUNTY OF LOS ANGELES

*Mike Antonovich*

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA, Acting Executive Officer-  
Clerk of the Board of Supervisors of  
the County of Los Angeles

By *Carla Little*

Children's Bureau of Southern California  
CONTRACTOR

By *Alex Morales*

Name *Alex Morales*

Title *President & CEO*

By *Sona Chandwani*

Name *Sona Chandwani*

Title *CFO*

*95-1690975*

Tax Identification Number

78381

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

PATRICK OGAWA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By *Carla Little*  
Deputy

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
MARK J. SALADINO, COUNTY COUNSEL

BY *David Beaudet*  
David Beaudet, Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

21 JUN 09 2015

*Patrick Ogawa*  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

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

**STATEMENT OF WORK**

**FOR**

**COMMUNITY CHILD ABUSE COUNCILS COORDINATION SERVICES**

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

**COMMUNITY CHILD ABUSE COUNCILS COORDINATION SERVICES**

**TABLE OF CONTENTS**

<b><u>Section Number and Title</u></b> .....	<b><u>Page</u></b>
<b>SECTION A</b>	
<b>1.0 PREAMBLE</b> .....	<b>3</b>
<b>SECTION B - PROJECT FOUNDATION</b>	
<b>2.0 PURPOSE</b> .....	<b>4</b>
<b>3.0 DEFINITIONS</b> .....	<b>5</b>
<b>4.0 COUNTY’S GENERAL RESPONSIBILITIES</b> .....	<b>7</b>
<b>5.0 CONTRACTOR’S GENERAL RESPONSIBILITIES</b> .....	<b>8</b>
<b>6.0 CONTRACTOR’S STAFF</b> .....	<b>8</b>
<b>SECTION C - SERVICES DESCRIPTION</b>	
<b>7.0 PERSONS TO BE SERVED</b> .....	<b>11</b>
<b>8.0 SCOPE OF WORK</b> .....	<b>12</b>
<b>SECTION D - SERVICE REPORTS</b>	
<b>9.0 REPORTING REQUIREMENTS</b> .....	<b>16</b>
<b>SECTION E - QUALITY ASSURANCE PLAN</b>	
<b>10.0 GREEN INITIATIVES</b> .....	<b>17</b>
<b>11.0 QUALITY CONTROL PLAN</b> .....	<b>17</b>
<b>12.0 PERFORMANCE BASED OUTCOME MEASURES</b> .....	<b>17</b>



# **COMMUNITY CHILD ABUSE COUNCILS COORDINATION 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 prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Operational Effectiveness; 2) Fiscal Sustainability; 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 partners.

## SECTION B – PROJECT FOUNDATION

### 2.0 PURPOSE

The Department of Children and Family Services (DCFS) receives funding through its State funded Child Abuse Prevention Intervention Treatment (CAPIT) Program to contract with a Community Child Abuse Councils Coordinator (CCACC) through a contract agreement. The primary functions of a Community Child Abuse Councils Coordinator include public awareness training, educating those who are mandated to report child abuse so more children can be helped, and more perpetrators can be prevented from abusing other victims.

The duties of a CCACC in the County of Los Angeles is to organize and oversee twelve or more Child Abuse Councils, and ensure that they provide child abuse prevention intervention services in their respective communities. All services are to be geared towards the community's efforts to prevent and respond to child abuse, reduce the incidence of child abuse and neglect, and improve upon the safety and well-being of children and families countywide that are at risk for child abuse and neglect. The CCACC coordinates, plans, provides oversight, and facilitates joint service activities to meet the collective goals of each of the child abuse prevention councils (hereafter "Child Abuse Councils").

The services to be provided by the CCACC shall consist of the following:

- Provide a forum for interagency cooperation and coordination in the prevention, detection, and treatment, and legal processing of child abuse cases.
- Promote public awareness of the abuse and neglect of children and the resources available for intervention and treatment through: disseminating child abuse prevention materials during the annual Countywide Blue Ribbon Campaign; emailing pertinent information to the Child Abuse Councils and; coordinating the report card insert project.
- Encourage and facilitate training of educational, medical, social services and other community professionals in the detection, treatment, and prevention of child abuse and neglect to professionals working in the fields of child welfare, education, law enforcement, health and mental health as well as parents, community advocates and anyone concerned about the problems of child abuse and family violence.
- Recommend improvements in services to families and victims to the Child Abuse Councils and to the Inter-Agency Council on Child Abuse and Neglect (ICAN).
- Encourage and facilitate community support for child abuse and neglect programs through creation and distribution of educational materials, providing

organizational and funding support to Child Abuse Councils and through other activities.

- Management and disbursement of funds to all Child Abuse Councils.

### 3.0 DEFINITIONS

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

- 3.1 **Abuse** – shall be defined as any act resulting in a non-accidental physical injury to a child; or any act of sexual exploitation of a child.
- 3.2 **Child Abuse Councils (CAC)** – shall be defined as a community council whose primary purpose is to coordinate the community's efforts to prevent and respond to child abuse. The overall goal of the CAC is to improve upon the safety and well-being of children and families in Los Angeles County who are at-risk for child abuse and neglect.
- 3.3 **Community Child Abuse Councils Coordinator (CCACC)** – shall be defined as the person that provides oversight and planning to meet the collective goals of the twelve (12) Child Abuse Councils in Los Angeles County. The CCACC provides joint program development and technical assistance and professional education, networking among the Councils and between the Councils and the Inter-Agency Council on Child Abuse and Neglect (ICAN). The CCACC also coordinates the annual Blue Ribbon Child Abuse Prevention Campaign.
- 3.4 **Community** – shall be defined as individuals, groups, and agencies in the service area that share a common interest in promoting safe and stable families.
- 3.5 **County** - shall be defined as the County of Los Angeles.
- 3.6 **County Program Manager (CPM)** – shall be defined as 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 **Day** – shall be defined as calendar day(s) unless otherwise specified.
- 3.8 **DCFS** – shall be defined as County of Los Angeles Department of Children and Family Services.
- 3.9 **Deliverable** – shall be defined as a tangible, measurable task, service, or activity required under this Contract.
- 3.10 **Director** – shall be defined as the Director of County of Los Angeles Department of Children and Family Services.

- 3.11 **Fiscal Year** – shall be defined as the County's twelve (12) month period of time beginning July 1st and ending the following June 30th.
- 3.12 **Indirect Costs** – shall be defined as costs incurred for common or joint objectives; therefore, not readily and specifically identified with a particular program or activity. These costs are grouped by a cost allocation process or federally approved cost rate.
- 3.13 **In-Kind Match** – shall be defined as paid or given in goods, commodities, or services instead of money. This project requires collaboration among communities throughout County of Los Angeles and other counties, and this can take the form of either cash or in-kind donations.
- 3.14 **Inter-Agency Council on Child Abuse and Neglect (ICAN)** – shall be defined as the entity that is the designated multidisciplinary council to provide recommendations to the Board of Supervisors on funding priorities and processes, as required by AB1733 and AB2994.
- 3.15 **Neglect** – shall be defined as the negligent treatment or maltreatment of a child by a parent or caregiver under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person. California law defines two categories of physical neglect: severe neglect and general neglect. a) Severe Neglect – The negligent failure of a parent or caregiver to protect the child from severe malnutrition or medically diagnosed non-organic failure to thrive. It also includes those situations of neglect where the parent or caregiver willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered. This includes the intentional failure to provide adequate food, clothing, shelter, or medical care. b) General Neglect – The negligent failure of a parent or caregiver to provide adequate food, clothing, shelter, medical care or supervision where no physical injury to the child has occurred.
- 3.16 **Prevention** – shall be defined as an effective, multifaceted and integrated program to prevent child abuse and neglect and better protect Los Angeles families and their children. Prevention includes enhancing the general well-being of children and families in communities, identifying and assisting high-risk families who exhibit potentially abusive or neglectful behaviors, and providing intervention or treatment services to families where abuse or neglect has already occurred.
- 3.17 **Quality Assurance** – shall be defined as a method of quality assurance and improvement that takes the results of periodic reviews and monitoring and immediately modifies policies and procedures as needed to improve Performance Outcomes, specified under Exhibit A-1.

- 3.18 **Sexual Abuse** – shall be defined as any act of sexual assault or sexual exploitation of a child. Sexual abuse encompasses a broad spectrum of behavior and may consist of many acts over a long period of time (chronic molestation), or a single incident. Victims range in age from less than one year though adolescence. Specifically, sexual assault includes: rape, rape in concert, incest, sodomy, lewd or lascivious acts upon a child, oral copulation, penetration of a genital or anal opening by a foreign object and child molestation. Sexual exploitation includes conduct or activities related to pornography depicting minors and promoting prostitution by minors.
- 3.19 **Technical Review** – shall be defined as a County on-site evaluation of a Contractor's compliance to the contract elements and deliverables defined in the approved contract between Contractor and County.

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

- 4.1 The County shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contractor's Program Director and provide oversight of the Contracts with the other Los Angeles County Child Abuse Councils.
- 4.2 CPM or designated alternate will have full authority to monitor Contractor's performance in the day-to-day operation of this Contract.
- 4.3 CPM will provide direction to Contractor in areas relating to DCFS policy, information and procedural requirements.
- 4.4 CPM is not authorized to make any changes in the terms and conditions of this Contract. The CPM is not authorized to obligate the County in any way whatsoever beyond the terms of this Contract.
- 4.5 The CPM responsible for daily management of Contract operation and overseeing monitoring activities is:

Corey Hanemoto,  
Children's Services Administrator III  
Department of Children and Family Services  
425 Shatto Place, Room 300  
Los Angeles, CA 90020  
213-351-5837

- 4.6 County shall have the right to monitor, and audit programmatic reports and request corrective action plans, which will be a matter of public record to the extent required by the California Public Records Act, including but not limited to, review and audit Contractor for compliance with the Terms and Conditions of this Contract and Statement of Work.

4.7 CPM shall provide guidance to Contractor in areas relating to DCFS policy, information and procedural requirements.

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

5.1 Contractor shall be available during normal business hours, 9:00 A.M. to 5:00 P.M., Monday through Friday, except County Holidays.

5.2 Contractor shall provide a telephone number where the Project Manager may be reached during business hours.

5.3 During the Contract term, the Contractor shall provide services throughout the County.

5.4 Contractor shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the County or DCFS.

5.5 Contractor shall have equipment and proper supplies to comply with the requirements of this Contract, including, but not limited to computers with e-mail and internet access and all necessary computer software.

5.6 The Contractor shall keep CPM informed of the staff person designated as the Project Manager.

5.7 Contractor agrees that any work performed beyond this Contract shall be deemed a gratuitous act by the Contractor and, therefore, Contractor shall have no monetary claim against the County. Contractor shall immediately report any requests it received from any County staff for services beyond this Contract.

## **6.0 CONTRACTOR'S STAFF**

### **6.1 General Requirements**

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

6.1.2 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 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 upon request.
- 6.1.5 Contractor shall notify DCFS in writing of any change in its key personnel at least five business days prior to the proposed change. Such notification shall include the name(s), background, and qualifications of any proposed replacement personnel, which shall be subject to County approval. Contractor shall ensure that no interruption of service occurs as a result of any change in personnel.
- 6.1.6 Contractor shall maintain documentation files of all personnel providing services under this Contract. Documentation shall include copies of resumes and required degree.
- 6.1.7 Contractor shall obtain CPM approval of proposed staff and changes in staff.

6.2 Community Child Abuse Councils Coordinator (CCACC)

- 6.2.1 The Contractor shall be responsible for implementing the Contract objectives and oversee the work to be performed by Contractor as defined in this Statement of Work. The CCACC is identified in the Contract, under Exhibit B, Attachment I, Administration of Contract, Contractor's Administration.
- 6.2.2 The CCACC will have, at minimum, a Bachelor's degree in a social science or a closely related field and a minimum of two (2) years in the past five (5) years of management experience in a social service agency.
- 6.2.3 The CCACC shall schedule and facilitate the monthly Child Abuse Council Chairs Meetings and shall represent the Child Abuse Councils at the ICAN Operations and Policy meetings, Child Death Review Team meetings and Adolescent Suicide Review Team meetings.
  - 6.2.3.1 CCACC must be eligible to participate as "Multidisciplinary Personnel," as defined in section

18951(d) of the Welfare and Institutions Code. This section states:

“Multidisciplinary personnel” means any team of three or more persons who are trained in the prevention, identification, management, or treatment of child abuse or neglect cases and who are qualified to provide a broad range of services related to child abuse or neglect. The team may include, **but need not be limited to**, any of the following:

- (1) Psychiatrists, psychologists, marriage and family therapists, or other trained counseling personnel;
- (2) Police officers or other law enforcement agents;
- (3) Medical personnel with sufficient training to provide health services;
- (4) Social workers with experience or training in child abuse prevention, identification, management, or treatment;
- (5) A public or private school teacher, administrative officer, supervisor of child welfare and attendance, or certificated pupil personnel employee; and
- (6) A CalWorks case manager whose primary responsibility is to provide cross program case planning and coordination of CalWorks and child welfare services for those mutual cases or families that may be eligible for CalWorks services and that, with the informed written consent of the family, receive cross program case planning and coordination.

The Los Angeles County Child Death Review Team and Child and Adolescent Suicide Review Team are multidisciplinary teams and only persons who are considered as “Multidisciplinary Personnel” can participate in Team meetings. Local Child Death Review Teams typically include those involved in the following fields: Coroners/Medical Examiners, Law Enforcement, Prosecutors, Public Health, Social Services, Child Welfare, Health Care Providers, Mental Health Care Providers, Educational Personnel, Emergency Medical Services, Injury Prevention Specialists and Child Advocates



- 6.2.4 The CCACC shall act as a central point of contact with the County.
- 6.2.5 The CCACC shall be available during normal business hours, 9:00 A.M. to 5:00 P.M., Monday through Friday, except County Holidays.
- 6.2.6 The CCACC shall be responsible for the tracking and distribution of 30 percent of the Maximum Annual Contract Sum (\$30,000) that is to be disbursed equally among the Community Child Abuse Councils.
- 6.2.7 The CCACC shall develop protocols, submission request forms, approval processes, and funding guidance lines for disbursement of funds to the Councils. These guidelines shall be in accordance to the OMB circular A-122, and any other County policy attached with the spending of these funds.

### 6.3 In-Kind Match

Contractor shall make a concerted effort to meet the required In-Kind Match, in an amount equal to, or more than thirty three and one third percent (33-1/3%) of the total Contract amount. This In-Kind Match must be documented, and may include, but is not limited to, donations of materials and information brochures regarding child abuse prevention.

## **SECTION C – SERVICE DESCRIPTION**

### **7.0 PERSONS TO BE SERVED**

Persons to be served are professionals and community members who are members of any of the twelve (12) Child Abuse Councils established in Los Angeles County and/or those community members who may be impacted by the work of the Councils.

### **8.0 SCOPE OF WORK**

#### **8.1 MEETINGS**

- 8.1.1 During the Contract period, Contractor (CCACC) shall attend a minimum of four (4) ICAN Child Death Review Team meetings, and four (4) Child and Adolescent Suicide Review Team meetings. Contractor shall be an active participant in team discussions, share expertise derived from community involvement, and share non-confidential lessons learned with CAC members.
- 8.1.2 Contractor (CCACC) shall coordinate and facilitate, at a minimum, ten (10) Child Abuse Council Chairs Meetings. At each of the meetings of the Child Abuse Council Chairs, Contractor (CCACC) shall report to the Child Abuse Council Chairs: (1) the activities of all the other ICAN committees in the County of Los Angeles, (2) any other information which might be of assistance to the Child Abuse Council Chairs and (3) any suggestions as to how efforts to prevent child abuse and neglect might be better coordinated in the County of Los Angeles.
- 8.1.3 During the Contract period, Contractor (CCACC) shall attend a minimum of one (1) of each established Child Abuse Council's meetings to monitor the functioning of each council and facilitate problem solving, as needed.
- 8.1.4 Contractor (CCACC) shall attend the annual ICAN Policy meeting and provide a report on the work of the Councils at that meeting. Contractor shall attend not less than six (6) meetings of the ICAN Operations committee and shall update the committee on the work of the Councils. Contractor shall disseminate information obtained at the Operations and Policy meetings to Council members.
- 8.1.5 Contractor (CCACC) shall attend meetings as requested by County Program Manager for the purposes of information gathering and sharing, raising awareness of child abuse and neglect, identifying and facilitating collaborative training and/or projects for the Councils and other child focused collaborative, and providing technical consultation.

8.1.6 Contractor shall attend meetings as requested by ICAN for the purpose of gathering and sharing information related to ICAN projects. Contractor shall identify and facilitate training of the community on topics identified by ICAN committees for dissemination to the public.

## **8.2 TRAININGS**

8.2.1 During the Contract period, Contractor (CCACC) shall provide a minimum of one (1) training session to the members of the Child Abuse Councils. Contractor (CCACC) training sessions shall provide instruction on any of the following topics: community outreach, community organizing, mandated reporter training, and/or other child abuse related topics.

8.2.2 Contractor shall maintain a participant log, which shall accurately document all who attended each of the Contractor training sessions as well as the topic covered during the training.

## **8.3 PUBLIC AWARENESS WORK**

8.3.1 Contractor shall provide the County with a public awareness campaign on Child Abuse Awareness during the Contract period. The Contractor's public awareness campaign shall be known as the annual "Countywide Blue Ribbon Campaign," which shall recognize the month of April as "Child Abuse Prevention Month."

8.3.2 During the Countywide Blue Ribbon Campaign month, the Contractor (CCACC) shall purchase and disseminate sufficient child abuse prevention material to ensure an effective public awareness campaign that is broad-based and reaches a diverse population throughout the County of Los Angeles. The Contractor (CCACC) shall identify the most effective materials. The materials shall include, but are not limited to, bookmarks, buttons, pins, bumper stickers and posters. Materials shall be approved by CPM prior to use or distribution.

8.3.3 Contractor (CCACC) shall distribute information via email, to the Child Abuse Councils and relevant community organizations, on an ongoing basis. The information is received from a variety of sources such as: Department of Children and Family Services, Office of Child Abuse Prevention, Strategies, Echo Center, LAUP, and Child Abuse Councils. If appropriate, the information is then forwarded to the CCACC's distribution list via email.

8.3.4 Contractor shall create and maintain a Website that shall consist of a Child Abuse Prevention Calendar and Bulletin Board with hyperlinks, or their equivalent, to individual council web pages on a

monthly basis. The Contractor's (CCACC's) website shall provide, at minimum, a calendar of child abuse prevention events and meetings and information about the Abuse Councils and the Contractor. Contractor's (CCACC's) website shall also contain information, which shall be geared to community members and professionals concerned with child abuse prevention issues.

8.3.5 Contractor (CCACC) shall design and disseminate, in the second quarter of each Contract Year, packets, which include an insert to raise public awareness and the awareness of parents regarding non-abusive ways to respond to academic or behavioral problems that children may have. Contractor's (CCACC's) insert shall be printed in a minimum of two separate versions (English and Spanish). Contractor's (CCACC's) inserts shall be designed to be inserted into and thereby accompany student report cards. Contractor (CCACC) shall distribute these inserts to public school districts throughout Los Angeles County. Contractor (CCACC) shall inform CPM of the plan to disseminate this packet to schools throughout County Los Angeles.

**8.4 MANAGEMENT AND DISTRIBUTION OF FUNDING FOR CHILD ABUSE COUNCILS (CAC)**

8.4.1 Of the Maximum Annual Contract Sum, a minimum of 30 percent, thirty thousand dollars (\$30,000) shall be distributed equally to each of the Child Abuse Councils for special projects.

8.4.2 The Contractor (CCACC) shall develop an application and an evaluation template. The template shall include the proposed special projects; requested budget; a timeline; any technical assistance required; intended impact, and; how the effectiveness of the project will be tracked or measured.

8.4.3 Contractor (CCACC) shall obtain the County Program Manager's approval of any special project cost prior to the distribution of funds. County's Program Manager may reasonably withhold approval of funding recommendation in which case Contractor shall not distribute the funds.

8.4.4 The funding distribution must be reasonably calculated to advance one or more of the following purposes:

8.4.4.1 The recruiting and retention of a Child Abuse Council's members;

8.4.4.2 The improvement of a Child Abuse Council's communications;

8.4.4.3 The development or implementation of a strategic plan for a Child Abuse Council;

8.4.4.4 The development of presentations for Child Abuse Council Meetings and Conferences; or

8.4.4.5 The development of a Child Abuse Council's infrastructure.

## SECTION D – SERVICE REPORTS

### 9.0 REPORTING REQUIREMENTS

Contractor shall prepare and submit to CPM the following reports:

- 9.1 **Monthly Reports:** As directed by the CPM, Contractor shall submit a monthly report to DCFS Community Based Support Division no later than fifteen (15) Days after the end of each calendar month for each fiscal year. The reports shall clearly reflect all required information as specified on the monthly report form and shall be emailed, mailed or hand delivered to the CPM.
- 9.1.1 Contractor shall provide a quarterly report that details all expenditures allocated to the Community Child Abuse Councils. The report must include theft, loss or any type of improprieties associated with the use of funds.
- 9.1.2 Contractor shall provide monthly updates at the Council Chairs Meetings and other meetings as listed in the Performance Requirements Summary, Section 3.3, on Monthly Non-Client Services Log and Monthly Summaries; Lists of Blue Ribbon materials for Child Abuse Prevention Month; Copies of each Newsletter; copies of entire Report Card Insert Packets and any additional written materials generated by Contractor.
- 9.1.3 Contractor shall be responsible for forwarding to the CPM copies of the Monthly Non-Client Services Log, Monthly Summary and Monthly Fiscal Report. Additional information as applicable may also be submitted to the County Program Manager upon request.
- 9.2 **Annual Reports:** As directed by DCFS, Contractor shall submit the Annual Administrative Report, a summary data report for the fiscal year, by the following September 15<sup>th</sup> of each Contract Year. The report should include documentation received for the special projects, i.e. receipts for goods purchased with funding, and special project evaluations.

## **SECTION E – QUALITY ASSURANCE PLAN**

### **10.0 GREEN INITIATIVES**

- 10.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 10.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

### **11.0 QUALITY ASSURANCE PLAN**

- 11.1 The 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.
- 11.2 The QAP shall be submitted to DCFS for review and approval. The QAP shall be effective on the Contract start date and shall be updated and resubmitted for DCFS approval as changes occur.
- 11.3 The QAP shall include an identified monitoring system covering all the services listed in this Exhibit A, Statement of Work. The system of monitoring to ensure that Contract requirements are being met shall include, but shall not be limited to, the following:
  - 11.3.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions;
  - 11.3.2 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;
  - 11.3.3 Assuring that professional staff rendering services under the Contract have the necessary prerequisites;
  - 11.3.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
  - 11.3.5 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 steps taken to prevent the re-occurrence of any item previously raised as requiring Corrective Action; and

11.3.6 Continuing to provide services to the County in the event of absences of Contractor's employees.

11.4 If service delivery is deficient or Contract requirements are not met, the CPM will notify the CPD by phone, email, and/or written notice. The CPD shall respond within one (1) business day to all calls and/or reports regarding Contractor's performance.

11.5 The CPD 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.

11.6 The CPM, and/or other authorized personnel, will monitor Contractor's performance in accordance with Part II, Section 24.0 County's Quality Assurance Plan, of the Contract, and Exhibit A-1 Performance Requirements Summary.

## **12.0 PERFORMANCE BASED OUTCOME MEASURES**

12.1 Performance Based Outcome Measures as listed in the following chart are factors to be measured to achieve the requirements of the Statement of Work and Contract.



**PERFORMANCE BASED OUTCOME MEASURES  
COMMUNITY CHILD ABUSE COUNCILS COORDINATOR**

DCFS OUTCOME	OUTCOME PERFORMANCE INDICATOR	PERFORMANCE TARGET	MONITORING METHODS DATA COLLECTION
GOAL #1: ESTABLISH A FORUM FOR INTERAGENCY COOPERATION AND INFORMATION SHARING	Attend the following ICAN meetings: ICAN Operations and Policy Meetings, the Los Angeles County Child Death Review Team meeting, Adolescent Suicide Review Team meeting.	CCACC shall participate in and attend 90% of all required meetings. CCACC shall disseminate 100% of any relevant information obtained. Development of training curricula and dissemination of training materials and methodology.	Review of monthly non-client service log, sign-in sheets, minutes, agendas and on-site technical review.
GOAL #2: PROVIDE TRAININGS TO INCREASE THE KNOWLEDGE OF CHILD WELFARE PROFESSIONALS AND COMMUNITY PARTICIPANTS ON PREVENTING, IDENTIFYING AND ADDRESSING CHILD ABUSE AND FAMILY VIOLENCE ISSUES	Development and provision of training curricula, forums and pre-post tests. Administration of pre-post tests.	90% of all training participants shall complete a pre-post test and complete a training evaluation.	Review the pre-post test results, training evaluations, training materials, and participant sign in sheets.
GOAL #3: PROVIDE PUBLIC AWARENESS CAMPAIGNS TO INCREASE PROFESSIONAL AND COMMUNITY RECOGNITION OF CHILD ABUSE AND FAMILY VIOLENCE ISSUES	Create and conduct the Countywide Blue Ribbon Campaign; coordinate the Report Card Insert Project; develop and disseminate the Report Card Insert; and maintain and update the CCACC Website.	Obtain and disseminate sufficient child abuse prevention materials for a diverse population; design and disseminate child abuse prevention packets aimed at raising child abuse awareness and non-abusive parenting techniques to be inserted into report cards; submit a written plan for disseminating the packets. Coordinate with public school systems throughout Los Angeles County to facilitate dissemination of packet inserts. Maintain an accurate child abuse prevention Calendar on the CCACC Website reflecting events and activities.	Review the Blue Ribbon Campaign materials, monthly non-client service logs, and material receipt documentation; conduct an on-site technical review. Review the written plan for the Report Card Insert submitted by the CCACC. Review the CCACC Website content.
GOAL #4: MANAGE AND DISTRIBUTE FUNDING FOR CHILD ABUSE COUNCILS	Contractor shall develop a process to manage and distribute a minimum of \$30,000 of the annual contract sum to each of the Child Abuse Councils.	Contractor shall ensure Child Abuse Councils receive the allocation funds and implement the special projects.	Review of special project applications, invoices, receipts, projects completed, if applicable, materials distributed, and evaluation materials related to the special projects through an on-site technical review.

## PERFORMANCE REQUIREMENT SUMMARY

	<b>REQUIRED SERVICE</b>	<b>PERFORMANCE INDICATOR</b>	<b>COMPLIANCE MONITORING METHOD</b>	<b>REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE</b>
1.	Contractor shall attend the following meetings: ICAN Operations and Policy Meetings, the Los Angeles County Child Death Review Team meeting, Child and Adolescent Suicide Review Team meeting and at least once annually, each of the Child Abuse Councils for the purpose of coordinating community efforts to prevent and respond to child abuse.	Contractor shall disseminate information from the meetings to the Child Abuse Councils and engage in necessary follow up activities resulting from meeting attendance.	Review of monthly non-client service log; meeting agendas and minutes; sign-in sheets and on-site technical reviews.	<p>County may, at its sole discretion, deduct from Contractor's invoice, \$100 for every meeting not attended.</p> <p>If in the judgment of the CPM, Contractor has materially breached the whole or any part of this Contract, the County shall send written notice to the Contractor citing non-compliance with the SOW. Contractor shall submit to the County a written Corrective Action Plan for review and approval within forty-eight (48) hours. Should the Contractor be unable to remedy the breach, the County may terminate the contract.</p>
2.	Contractor shall coordinate the Countywide Blue Ribbon Campaign as part of the April Child Abuse Prevention month activities.	Contractor shall obtain, or purchase, and disseminate a sufficient amount of child abuse prevention materials to conduct an effective public awareness campaign.	Review of child abuse prevention materials, monthly non-client service logs, receipts and on-site technical review.	<p>County may, at its sole discretion, deduct from Contractor's invoice, \$1000 if the materials are not purchased or disseminated.</p> <p>If in the judgment of the CPM, Contractor has materially breached the whole or any part of this Contract, the County shall send written notice to the Contractor citing non-compliance with the SOW. Contractor shall submit to the County a written Corrective Action Plan for review and approval within forty-eight (48) hours. Should the Contractor be unable to remedy the breach, the County may terminate the contract.</p>

## PERFORMANCE REQUIREMENT SUMMARY

3.	Contractor is responsible for coordinating the Report Card Insert Project.	Contractor shall design and disseminate a Report Card Insert that raises awareness of child abuse and provides non-abusive parenting techniques for distribution to public schools throughout the County.	Review of monthly non-client service logs, dissemination documentation, packets and on-site technical reviews.	<p>County may, at its sole discretion, deduct from Contractor's invoice, \$1000 if the packets are not designed or disseminated.</p> <p>If in the judgment of the CPM, Contractor has materially breached the whole or any part of this Contract, the County shall send written notice to the Contractor citing non-compliance with the SOW. Contractor shall submit to the County a written Corrective Action Plan for review and approval within forty-eight (48) hours. Should the Contractor be unable to remedy the breach, the County may terminate the contract.</p>
4.	Contractor coordinates the distribution of relevant information via e-mail	Contractor shall design and disseminate a Report Card Insert that raises awareness of child abuse and provides non-abusive parenting techniques for distribution to public schools throughout the County.	Review of monthly non-client service logs, dissemination documentation, packets and on-site technical reviews.	<p>County may, at its sole discretion, deduct from Contractor's invoice, \$1000 if the packets are not designed or disseminated.</p> <p>If in the judgment of the CPM, Contractor has materially breached the whole or any part of this Contract, the County shall send written notice to the Contractor citing non-compliance with the SOW. Contractor shall submit to the County a written Corrective Action Plan for review and approval within forty-eight (48) hours. Should the Contractor be unable to remedy the breach, the County may terminate the contract.</p>
5.	Contractor maintains and updates the Los Angeles Community Child Abuse Councils Website <a href="http://www.lachildabusecouncils.org">www.lachildabusecouncils.org</a> .	Website to include Calendar, Bulletin Board and hyperlinks to each council's website.	Review of monthly non-client service logs, CCACC website and onsite technical review	<p>Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan for correction.</p> <p>County may, at its sole discretion, deduct from Contractor's invoice, \$1,000 during each month the website is not functional.</p> <p>The County may terminate this contract if the whole or any part of this Contract, in the judgment of the CPM, Contractor has materially been breached or if Contractor receives a written notice noting non-</p>

PERFORMANCE REQUIREMENT SUMMARY

				compliance with the SOW. In this instance, Contractor shall submit to the County a response within forty-eight (48) hours a written corrective action plan to the County for review and approval.
6.	Contractor coordinates training on Child Abuse and Neglect issues and provides assistance to the Child Abuse Councils; this task shall include scheduled location, times and subject matter of all projected special activities/projects.	Monthly Non-Client Service Log; log of trainings held and attendees.	Review of monthly non-client service logs, log of trainings held and attendees, and onsite technical review	<p>Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan for correction.</p> <p>County may, at its sole discretion, deduct from Contractor's invoice, \$1,000 if trainings are not provided.</p> <p>The County may terminate this contract if the whole or any part of this Contract, in the judgment of the CPM, Contractor has materially been breached or if Contractor receives a written notice noting non-compliance with the SOW. In this instance, Contractor shall submit to the County a response within forty-eight (48) hours a written corrective action plan to the County for review and approval.</p>
7.	Contractor coordinates the dissemination of funds to the Child Abuse Councils for their Special Projects	Minimum of \$30,000 of the Maximum Contract Sum is to be distributed and equally disbursed to the Child Abuse Councils for special projects.	Review of monthly non client service logs, project proposals, invoices, receipts and onsite technical review	<p>Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan for correction.</p> <p>The County may terminate this contract if the whole or any part of this Contract, in the judgment of the CPM, Contractor has materially been breached or if Contractor receives a written notice noting non-compliance with the SOW. In this instance, Contractor shall submit to the County a response within forth-eight (48) hours a written corrective action plan to the County for review and approval.</p>

PERFORMANCE REQUIREMENT SUMMARY

<p>8.</p>	<p>Contractor shall coordinate and facilitate Child Abuse Council Chairs Meetings</p>	<p>Attend and coordinate at least ten (10) Chairs meetings.</p>	<p>Review of monthly non-client service logs; agendas and minutes of meetings; sign-in sheets and onsite technical review</p>	<p>Contractor to provide a corrective action plan to the County with an explanation of the problem and the plan for correction.</p> <p>County may, at its sole discretion, deduct from Contractor's invoice, \$1,000 each time a Chairs Meeting is not facilitated.</p> <p>The County may terminate this contract if the whole or any part of this Contract, in the judgment of the CPM, Contractor has materially been breached or if Contractor receives a written notice noting non-compliance with the SOW. In this instance, Contractor shall submit to the County a response within forth-eight (48) hours a written corrective action plan to the County for review and approval.</p>
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**SAMPLE LINE ITEM BUDGET SHEET  
AND NARRATIVE**

Contractor's Name: \_\_\_\_\_

Service Category: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

**DIRECT COST (List each staff classification)**

Payroll:	FTE*	Monthly Salary	Annual Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
30% equal distribution of Maximum Annual Contract Sum to Community Counsels for payment of Special Projects		\$ _____	\$ _____
Others (Please continue to list)			
<b>Total Salaries and Wages</b>		\$ _____	\$ _____

Employee Benefits	No. of Employees	Monthly Cost per FTE	Annual Cost Per FTE
Medical Insurance	_____	\$ _____	\$ _____
Dental Insurance	_____	\$ _____	_____
Life Insurance	_____	\$ _____	_____
Other (list)	_____	\$ _____	_____
<b>FTE = Full Time Equivalent Positions</b>	<b>Total Benefits</b>	\$ _____	\$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	Monthly	Annual
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
<b>Total Payroll Taxes</b>	\$ _____	\$ _____

Insurance (List Type/Coverage – See Sample Contract, Part I, Section 4.0, Insurance Requirements)	Annual
_____	\$ _____
_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____
<b>Total Insurance/Misc. S &amp; S</b>	\$ _____

	Monthly	Annual
<b>TOTAL DIRECT COSTS</b>	\$ _____	\$ _____

**INDIRECT COST 10% CAP (List all appropriate)**

	Monthly	Annual
General Accounting/Bookkeeping	\$ _____	\$ _____
Management Overhead (Specify)	\$ _____	\$ _____
Other (Specify)	\$ _____	\$ _____
<b>TOTAL INDIRECT COSTS</b>	\$ _____	\$ _____

	Monthly	Annual
<b>DIRECT AND INDIRECT COSTS SUB-TOTAL</b>	\$ _____	\$ _____
<b>MINUS 33 1/3% CASH OR IN-KIND MATCH</b>	\$ _____	\$ _____
<b>TOTAL COSTS</b>	\$ _____	\$ _____

**EXHIBIT B**  
**ATTACHMENTS**

Attachment A	Contractor's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	Contractor Acknowledgement and Confidentiality Agreement
Attachment C-2	Contractor Employee Acknowledgement and Confidentiality Agreement
Attachment D	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Service Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	Contractor's Administration
Attachment J	County's Administration
Attachment K	Charitable Contributions Certification
Attachment L	Intentionally Left Blank
Attachment M	Intentionally Left Blank
Attachment N	Intentionally Left Blank
Attachment O	Certification of Compliance with the County's Defaulted Property Tax Reduction Program



**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

Children's Bureau of Southern California  
Contractor Name  
1910 Magnolia Avenue, Los Angeles CA 90007  
Address  
95-1690975  
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 checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input checked="" 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 checked="" 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 checked="" type="checkbox"/> | No <input type="checkbox"/> |

Alex Morales , President / CEO  
Authorized Official's Printed Name and Title

  
Authorized Official's Signature

05/26/2015  
Date

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

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

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

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): \_\_\_\_\_

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

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			

Based on the above categories, please indicate the total numbers of men and women in the firm:

Male			
Female			

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

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

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

M W D DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

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

**LAC/CBE SANCTIONS**

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Name / Title / Name of Company or Organization

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Children's Bureau of Southern California  
 (PRINT NAME OF CONTRACTOR)

**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.

Contractor's Signature: 

Contractor's Printed Name: Alex Morales

Date: 05/26/2015

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ 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**

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

Contractor Name \_\_\_\_\_

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 request 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: \_\_\_\_\_

**ATTACHMENT E**

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING  
AND ADMINISTRATION HANDBOOK**

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

Revision: March 2012

**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.

ACCOUNTING SYSTEM

2.0 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:	Debit	Credit
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 for 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, or acts, which may reasonably be thought to constitute a crime and 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 made available 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 shall 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, except as permitted by State or federal law.

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, or through the use of electronic approvals where applicable, 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 can not 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.

#### 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).

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.

#### 4.2 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 shall 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

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 will not be 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, ~~or~~ 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 recommend to the Board of Directors 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 in excess of \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in a year in federal awards, 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](mailto: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





**Department of the Treasury  
Internal Revenue Service**

**Notice 1015**

(Rev. December 2011)

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

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**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

**How Will My Employees Know If They Can  
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

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

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

**Can My Employees Get Advance EIC Payments?**

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

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Notice **1015** (Rev. 12-2011)

**JURY SERVICE PROGRAM CERTIFICATION AND LOS ANGELES COUNTY  
CODE 2.203 (JURY SERVICE PROGRAM)**

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

Company Name	Children's Bureau of Southern California		
Company Address:	1910 Magnolia Avenue	CA	90007
City:	Los Angeles	State:	Zip Code:
Telephone Number:	(213) 342 - 0100		
Type of Goods or Services):			

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

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

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


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

OR

Part II - Certification of Compliance

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

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

Print Name: Alex Morales	Title: President / CEO
Signature: 	Date: 05/26/2015

**“Contractor Employee Jury Service”**

**Los Angeles County Code Sections 2.203.010 through 2.203.090**

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

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

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

**2.203.090 Severability.**

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

**SAFELY SURRENDERED BABY LAW FACT SHEET**

Posters and Fact Sheets are available in English and Spanish  
for printing purposes at the following website:

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

# *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)



# 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?

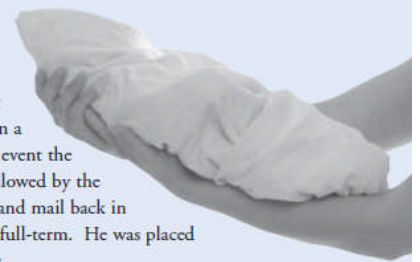
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:** \_\_\_\_\_  
**CONTRACT NO.** \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION:**

**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 address:

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

COUNTY'S ADMINISTRATION

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

COUNTY PROGRAM MANAGER:

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

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

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

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

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

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

COUNTY CONTRACT PROGRAM MONITOR:

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

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

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

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

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

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

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

Children's Bureau of Southern California  
 \_\_\_\_\_  
 Company Name (Contractor's Name)  
 1910 Magnolia Avenue, Los Angeles, CA 90007  
 \_\_\_\_\_  
 Address  
 95-1690975  
 \_\_\_\_\_  
 Internal Revenue Service Employer Identification Number  
 910418  
 \_\_\_\_\_  
 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

**CERTIFICATION**

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

OR

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

Alex Morales \_\_\_\_\_ 05/26/2015  
 Signature Date

Alex Morales , President / CEO  
 \_\_\_\_\_  
 Name and Title (please type or print)

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**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Children's Bureau of Southern California		
Company Address: 1910 Magnolia Avenue		
City: Los Angeles	State: CA	Zip Code: 90007
Telephone Number: (213) 342-0100	Email address: alexmorales@all4kids.org	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**


- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name: Alex Morales	Title: President / CEO
Signature: 	Date: 05/26/2015

Date: 05/26/2015