



County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** Wednesday, November 3, 2021  
**TIME:** 10:00 a.m.

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.**  
**TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**  
[Click here to join the meeting](#)

### **AGENDA**

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. **CALL TO ORDER**
2. **GENERAL PUBLIC COMMENT (15 Minutes)**
3. **INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. Board Letter:  
CONSTRUCTION-RELATED CONTRACT, CONSTRUCTION MANAGEMENT CORE SERVICE AREA CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM REPLACEMENT PROJECT, APPROVE PROJECT SCOPE, ESTABLISH CAPITAL PROJECT, APPROVE APPROPRIATION ADJUSTMENT SPECS. 7686; CAPITAL PROJECT NO. 87693 (FISCAL YEAR 2021-22)  
Speaker(s): Tom Afschar (Public Works), Daniel Aceves (Probation) and Matthew Diaz (CEO)
4. **PRESENTATION/DISCUSSION ITEM(S):**
  - A. Board Letter:  
MEMORANDUM OF UNDERSTANDING AND COMPREHENSIVE COURT SECURITY PLAN BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES AND THE COUNTY OF LOS ANGELES  
Speaker(s): Daniel Dyer and Allen Castellano (Sheriff's)

**B. Board Letter:**

AUTHORIZE THE COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS AND TO ACCEPT FEDERAL FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES THROUGH VICTIMS OF CRIME ACT FOR THE COUNTY VICTIM SERVICES (XC) PROGRAM FOR THE GRANT PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022; DELEGATE AUTHORITY TO ENTER INTO, AND APPROVE OF, SUBRECIPIENT AGREEMENTS WITH COMMUNITY-BASED ORGANIZATIONS FOR THE PROVISION OF VICTIM SERVICES WITHIN THE COUNTY; APPROVE OF THE UTILIZATION OF XC GRANT FUNDS TO CONTINUE MAINTENANCE OF A UNIFIED SYSTEM FOR THE COLLECTION AND DISTRIBUTION OF COURT-ORDERED VICTIM RESTITUTION; AND APPROVE AN APPROPRIATION ADJUSTMENT FOR FY 2021-22.

Speaker(s): Tiffany Blacknell and Michael Au-Yeung (DA)

**C. Board Briefing:**

PROBATION OVERSIGHT COMMISSION (POC) MONTHLY BRIEFING

Speaker(s): Wendelyn Julien (POC)

**5. PUBLIC COMMENTS**

**CLOSED SESSION**

**CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Carrie Couser v. County of Los Angeles**

Los Angeles Superior Court Case No. 20STCV19733

Department: Sheriff's

**6. ADJOURNMENT**

**7. UPCOMING ITEM(S):**

**A. Board Letter:**

ACQUISITION OF LEASED DIGITAL PRESS PRODUCTION PRINTER/COPIER

Speaker(s): Theresa Barrera and Heidi Oliva (Fire)

**B. Board Briefing:**

OFFICE OF DIVERSION AND RE-ENTRY (ODR) MONTHLY BRIEFING

Speaker(s): Peter Espinoza (ODR)

**C. Board Briefing:**

SHERIFF'S ANNUAL ROSAS BRIEFING

Speaker(s): Hugo Macias (Sheriff's)

Wednesday, November 3, 2021

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

**PUBLIC\_SAFETY\_COMMENTS@CEO.LACOUNTY.GOV**

**BOARD LETTER/MEMO – FACT SHEET  
PUBLIC SAFETY CLUSTER**

<b>PS CLUSTER AGENDA REVIEW DATE</b>	11/3/2021	
<b>BOARD MEETING</b>	11/16/2021	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	Third District	
<b>DEPARTMENT</b>	Department of Public Works	
<b>SUBJECT</b>	Campus Kilpatrick Wastewater Treatment System Replacement Project	
<b>PROGRAM</b>	Capital Programs – Capital Project 87693	
<b>SOLE SOURCE CONTRACT</b>	N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	\$650,000	Funding source: Net County Cost
	TERMS (if applicable): N/A	
	<p>Explanation:</p> <p>The costs for design services, permits and plan check fees, and consultant and County project management costs are estimated at \$650,000. Approval of the appropriation adjustment will transfer \$650,000 in prior year net County cost from Capital Project No. 87396, Probation Various Improvements, to Capital Assets-Buildings and Improvements under Capital Project No. 87693, Campus Kilpatrick Wastewater Treatment System (WWTS) Replacement Project, to fully fund these pre-construction services.</p>	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to find that the Campus Kilpatrick Wastewater Treatment System Replacement Project is exempt from the California Environmental Quality Act, approve the project scope, establish Capital Project No. 87693 for the project, and approve an appropriation adjustment.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>In November 2018, the Campus Kilpatrick WWTS was damaged beyond repair by the Woolsey Fire. The County installed a temporary packaged WWTS to allow the facility to resume service and house juveniles committed for treatment until a replacement permanent WWTS is installed.</p> <p>The Campus Kilpatrick Wastewater Treatment System Replacement Project includes installation of a pre-packaged wastewater treatment system with a back-up emergency generator and upgrades to electrical service from Southern California Edison. The project also includes the construction of a concrete retaining wall and a new chain link fence, rehabilitation of the effluent pond, replacement of sewer lines, and installation of a 12,000-gallon above-ground recycled water storage tank for irrigation of the existing landscape at Campus Kilpatrick. In addition, the project includes removal of the temporary WWTS and subsequent habitat restoration of the impacted footprint.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <p>DPW – Tom Afschar, <a href="mailto:TAfschar@dpw.lacounty.gov">TAfschar@dpw.lacounty.gov</a>, (626) 300-3201</p> <p>CEO – Matthew Diaz, <a href="mailto:Mdiaz@ceo.lacounty.gov">Mdiaz@ceo.lacounty.gov</a>, (213) 974-4260</p>	



November 16, 2021

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:

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM  
REPLACEMENT PROJECT  
APPROVE PROJECT SCOPE  
ESTABLISH CAPITAL PROJECT  
APPROVE APPROPRIATION ADJUSTMENT  
SPECS. 7686; CAPITAL PROJECT NO. 87693  
(FISCAL YEAR 2021-22)  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to find that the Campus Kilpatrick Wastewater Treatment System Replacement Project is exempt from the California Environmental Quality Act, approve the project scope, establish Capital Project No. 87693 for the project, and approve an appropriation adjustment.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Campus Kilpatrick Wastewater Treatment System Replacement Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the project scope and establish the Campus Kilpatrick Wastewater Treatment System Replacement Project, Capital Project No. 87693.
3. Approve an appropriation adjustment transferring \$650,000 in prior year net County costs from Capital Project No. 87396, Probation Various Improvements, to Capital Assets-Buildings and Improvements under Capital Project No. 87693, Campus Kilpatrick Wastewater Treatment System Replacement Project, to fund design, County and consultant costs for pre-construction services.

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

Approval of the recommended actions will find that the Campus Kilpatrick Wastewater Treatment System Replacement Project is exempt from the California Environmental Quality Act (CEQA), approve the project scope, establish Capital Project No. 87693, and approve appropriation adjustment.

### **Project Description and Background**

Campus Kilpatrick, located at 427 South Encinal Canyon Road in Malibu, is a juvenile detention facility operated by the County of Los Angeles Probation Department. Wastewater generated from the facility is treated at a self-contained wastewater treatment system (WWTS) located immediately south of Encinal Canyon Road opposite the detention facility. The County Internal Services Department maintains the WWTS.

In November 2018, the Campus Kilpatrick WWTS was damaged beyond repair by the Woolsey Fire. The County installed a temporary packaged WWTS to allow the facility to resume service and house juveniles committed for treatment until a replacement permanent WWTS is installed. A detailed site selection process was undertaken to determine the preferred location for the replacement WWTS, taking into consideration environmental effects, future land use(s), maintenance access, constructability of new facilities, and cost-effectiveness. The existing WWTS site was ultimately selected as the most desirable location for the replacement permanent WWTS based on its proximity to the Campus Kilpatrick facility, the presence of the existing concrete pad and potential to utilize other existing facilities, and the least amount of grading or other site work required to install the replacement WWTS.

Installation of a replacement permanent WWTS is necessary because the County is currently leasing the temporary packaged WWTS, which must remain in operation until the replacement permanent WWTS is installed and approved for operation. Additionally, in accordance with the Coastal Development Permit requested for the project under the Santa Monica Mountains Local Coastal Program, the temporary WWTS must be removed, and the affected area restored.

### **Proposed Project**

The Campus Kilpatrick Wastewater Treatment System Replacement Project includes installation of a pre-packaged wastewater treatment system with a back-up emergency generator and upgrades to electrical service from Southern California Edison. The project also includes the construction of a concrete retaining wall and a new chain link fence, rehabilitation of the effluent pond, replacement of sewer lines, and installation of a 12,000-gallon above-ground recycled water storage tank for irrigation of the existing

landscape at Campus Kilpatrick. In addition, the project includes removal of the temporary WWTS and subsequent habitat restoration of the impacted footprint.

The replacement permanent WWTS will have the same capacity as the permitted design capacity of the former WWTS. Additionally, the components of the replacement permanent WWTS will almost entirely be located within the fenced perimeter of the existing WWTS site footprint.

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

These recommendations support the County Strategic Plan Goal II, Foster Vibrant and Resilient Communities: Strategy II.3, Make Environmental Sustainability Our Daily Reality. The recommended actions promote water conservation, recycle and reuse local water resources, and reduce stormwater pollution. It also improves water quality, reduces water consumption, and increases water supplies. In this case, the County is supporting these goals by implementing use of recycled water from the wastewater system for landscape irrigation, thereby reducing use of domestic water for irrigation and protecting the environment by preserving the habitat areas near the project.

### **FISCAL IMPACT/FINANCING**

The costs for design services, permits and plan check fees, and consultant and County project management costs are estimated at \$650,000. The attached appropriation adjustment (Enclosure A) will transfer \$650,000 in prior year net County cost from Capital Project No. 87396, Probation Various Improvements, to Capital Assets-Buildings and Improvements under Capital Project No. 87693, Campus Kilpatrick Wastewater Treatment System Replacement Project, to fully fund these pre-construction services.

On November 2018, the President declared the Woolsey Fire a major disaster (Major Disaster Declaration FEMA-4407-DR-CA), which made federal disaster aid available for associated damages across Los Angeles County. The County submitted a claim for significant federal and state assistance from the Federal Emergency Management Agency and the California Office of Emergency Services for this project.

Once federal and state assistance is confirmed, Public Works will return to the Board with recommendations to approve and fully fund the total project budget using a combination of federal, state, and County funds.

### **Operating Budget Impact**

Public Works does not anticipate an appreciable increase in ongoing maintenance and operational cost due to the proposed project. Furthermore, installation of the permanent system will eliminate monthly rental costs for the temporary system.

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

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project is exempt from the Civic Art Allocation as it involves replacement of a building system and underground infrastructure.

## **ENVIRONMENTAL DOCUMENTATION**

The Campus Kilpatrick Wastewater Treatment System Replacement Project is exempt from CEQA. The project, which authorizes the replacement of the former permanent wastewater treatment plant that was damaged by the Woolsey Fire and the installation of new sewer lines, a recycled water line, an above-ground recycled water storage tank for irrigation, and an electrical service conduit line, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15302 and 15303 of the State CEQA Guidelines and Classes 2 and 3 of the County's Environmental Document Reporting Procedures and CEQA Guidelines, Appendix G.

The project also includes a habitat restoration component that satisfies all conditions set forth by CEQA Guidelines, Section 15333 relating to the maintenance; restoration; enhancement; or protection of habitat for fish, plants, or wildlife. In addition, based on the project records, it will comply with all applicable regulations; is not in a sensitive environment (as shown in the Preliminary Review assessment, Enclosure B); and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

Prior to starting construction, Public Works will obtain a Coastal Development Permit from the coastal permitting section of the Department of Regional Planning and environmental clearance from the Federal Emergency Management Agency. Construction is estimated to take 13 months upon Board approval of the construction contract.

## **CONTRACTING PROCESS**

Public Works utilized a previously Board-approved on-call architect and engineer firm, PBWS Architects, to perform design services. Construction will be carried out utilizing a low bid delivery method.

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

Approval of the recommended actions will have no impact on current County services or projects.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE  
Director

MP:VY:mm

Enclosures

c: Department of Arts and Culture  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Probation Department

PINK

BA FORM 03252021

BOARD OF SUPERVISORS  
OFFICIAL COPY

October 05, 2021

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE**

**FY 2021-22**

**3 - VOTES**

SOURCES		USES	
PROBATION		PROBATION	
PROBATION VARIOUS IMPROVEMENTS		CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM REPLACEMENT	
A01-CP-6014-65042-87396		A01-CP-6014-65042-87693	
CAPITAL ASSETS - B & I		CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	650,000	INCREASE APPROPRIATION	650,000

**SOURCES TOTAL** \$ **650,000**

**USES TOTAL** \$ **650,000**

**JUSTIFICATION**

Reflects an appropriation transfer from Probation Various Improvements, Capital Project No. 87396 to the Campus Kilpatrick Wastewater Treatment System Replacement, Capital Project No. 87693.

**James Yun**  
Digitally signed by James Yun  
Date: 2021.09.07 09:28:08 -07'00'

**AUTHORIZED SIGNATURE**

JAMES YUN, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 034

DATE

☒

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

9/13/2021

November 16, 2021

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:

**MEMORANDUM OF UNDERSTANDING AND  
COMPREHENSIVE COURT SECURITY PLAN BETWEEN  
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
AND THE COUNTY OF LOS ANGELES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks authority to execute a Memorandum of Understanding and Comprehensive Security Plan (Agreement) between the Superior Court of California, County of Los Angeles (Court) and the County of Los Angeles (County).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and delegate authority to the Sheriff to execute the attached Agreement with the Court for the provision of court security services by the Department, commencing upon approval by the Board for an initial term of five years and one year renewal options thereafter, as necessitated by the Superior Court Security Act of 2012, codified at California Government Code Section 69920.
2. Delegate authority to the Sheriff to execute all future amendments and modifications to the Agreement, including the term renewal options, provided that it is in the best interest of the County.

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

Pursuant to California Government Code Section 69921.5, the Sheriff is responsible for the provision of the necessary level of court security services. California Government Code Section 69925 requires the Presiding Judge of the Court, in conjunction with the Sheriff, to develop a Comprehensive Court Security Plan. California Government Code Section 69926 provides that the Sheriff, with the approval and authorization of the Board, shall, on behalf of the County, enter into an annual or multi-year Memorandum of Understanding for court security staffing levels, specifying the agreed upon level of court security services. The required Memorandum of Understanding and Comprehensive Court Security Plan are combined in the attached Agreement, which is being presented for the Board's approval in accordance with California Government Code Section 69925. Presently, the County and the Court are operating under the previous Memorandum of Understanding and Comprehensive Court Security Plan, which was executed by the parties and adopted by the Board on May 20, 2014.

The Agreement contemplates the provision of baseline services, which are funded by the State of California (State) and provided directly to the County pursuant to California Government Code Section 30025. The agreed-upon baseline service levels are set forth on Exhibit A, Master Service Level Form, of the Agreement. The Agreement also provides for the provision of supplemental services, or those services that exceed the baseline services, at the Court's request. Any supplemental services requiring the use of Court funds requires the advance approval from the Court. The scope of supplemental services provided by the Department includes services identified as supplemental services on Exhibit A, Master Service Level Form, of the Agreement, and Non-Court Operation Events as described in the Agreement.

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

The Agreement with the Court supports the County's Strategic Plan, Goal 1, Operational Effectiveness. By providing court security services to the Court, the Department maximizes the effectiveness of the court security process, structure, and operations to support timely delivery of customer-oriented and efficient public service.

### **FISCAL IMPACT/FINANCING**

Per California Government Code Section 30025, funding for baseline services is provided directly from the State to the County, and deposited into the County's Trial Court Security Account, which is administered by the County's Auditor-Controller. The Court only pays the County for supplemental services provided above the baseline services at rates established annually by the County's Auditor-Controller. Since this



Memorandum of Understanding is between the County and the Court and not the State, there is no change to the current fiscal impact of the baseline services. The Department recognizes that a continued funding gap exists between the total revenue received by the State and the actual costs of Trial Court Services. The estimated State funding shortfall is \$42 million based on the baseline service levels as set forth in Exhibit A, Master Service Level Form, of the Agreement less estimated revenue received from the State. The estimated funding gap grows to \$102 million with the inclusion of Court Security Division direct and indirect services (supervisors, support staff, services and supplies, and vehicles) that are not included in the MOU and categorized as unallowable by the State. In an effort to mitigate costs, past language in the 2014 Memorandum of Understanding which mandated a 98 percent service level compliance was negotiated and removed. This will allow the Department more flexibility to manage the overtime within the Court Services Bureaus without having a mandatory compliance level which should ultimately reduce costs.

Additionally, supplemental services have been more clearly defined to ensure full reimbursement by the Court when appropriate.

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

The initial term of this Agreement shall be for five years, commencing upon execution by both parties and approval by the Board, unless terminated earlier as set forth in the Agreement. The Agreement may be amended and may be extended for additional periods of one year upon mutual assent and execution of a written amendment by both parties. The Sheriff seeks delegated authority herein to execute such amendments to the Agreement.

During the term of the Agreement, the Department shall provide all court security services as set forth in the Agreement. Court security services include law enforcement and security services provided within courtrooms, lockups, holding cells, hallways, and weapons screening at courthouse entrances. The Agreement provides for random audits by the Court of the staffing levels set forth in Exhibit A, Master Service Level Form, of the Agreement. The Agreement provides for mutual indemnification of the parties.

In 2011, AB 118 established that the court security funding, previously allocated by the State to the judicial branch through the Trial Court Funding Act of 1997, be realigned and allocated directly to the County. Pursuant to California Government Code Section 30025, the County, through the County's Auditor-Controller, created a Trial Court Security Account within the County's 2011 Local Revenue Fund that is used exclusively to fund trial court security services provided by the Department. No general County administrative costs may be charged to the account.

The Honorable Board of Supervisors  
November 16, 2021  
Page 4

County Counsel has reviewed and approved the attached Agreement as to form.

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

None. The Department will continue to provide the personnel and resources required for the provision of baseline and supplemental court security services to the Court.

**CONCLUSION**

Upon approval by the Board, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

AV:TKM:dl  
(Court Services Division)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Arlene Barrera, Auditor-Controller  
Rodrigo A. Castro-Silva, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
Jorge A. Valdez, Chief of Staff  
LaJuana J. Haselrig, Chief, Court Services Division (CSD)  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Daniel J. Dyer, Commander, CSD  
Glen C. Joe, Assistant Division Director, ASD  
Vanessa C. Chow, Sergeant, ASD  
Kristine D. Corrales, Deputy, ASD  
(Court Services Div - Superior Court Security Plan MOU 10-26-21)

**MEMORANDUM OF UNDERSTANDING**  
**AND**  
**COMPREHENSIVE COURT SECURITY PLAN**

**BY AND BETWEEN**  
**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**AND**  
**COUNTY OF LOS ANGELES**

**2021**

## **MEMORANDUM OF UNDERSTANDING AND COMPREHENSIVE COURT SECURITY PLAN**

This Memorandum of Understanding and Comprehensive Court Security Plan ("Agreement") is made and entered into this \_\_\_\_\_ day of July, 2021 by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES ("COURT") and the COUNTY OF LOS ANGELES by and through the Los Angeles County Sheriff's Department (collectively "COUNTY" or "SHERIFF").

WHEREAS, California Government Code § 69925 requires COURT and SHERIFF to develop a comprehensive court security plan; and

WHEREAS, California Government Code § 69926 requires COURT and SHERIFF to enter into an annual or multi-year memorandum of understanding for court security services, specifying the agreed upon level of court security services; and

WHEREAS, pursuant to the 2011 Public Safety Realignment, court security funding previously allocated by the State of California to the judicial branch through the Trial Court Funding Act of 1997 was realigned and allocated directly to the County in an amount consistent with the 2010-2011 Service Levels for court security; and

WHEREAS, in light of the realignment funding, COURT has no obligation to pay SHERIFF for baseline service levels set forth in Exhibit A, Master Service Level Form, of this Agreement; however, COURT may pay SHERIFF for court security service delivery that would not otherwise have been required absent realignment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

### **I. SERVICES**

#### **A. SCOPE OF SERVICES**

1. During the term of this Agreement, SHERIFF shall provide the necessary level of court security services, as defined in California Government Code § 69922, to meet the security needs of COURT, as mutually agreed to by COURT and SHERIFF.
2. Court security services provided under this Agreement shall be designated as either: (1) the baseline service level for court security staffing, building emergency coordination, and training, as well as supervision for these functions, funded directly by the State of California, or (2) supplemental services requested by COURT.
3. Pursuant to California Government Code 69925, the SHERIFF, in coordination with Court, shall develop an annual or multi-year Court Security Plan, Exhibit E of this Agreement, for submission to the Judicial Council of California.

## B. BASELINE SERVICE LEVEL

1. The baseline service level for each court facility has been agreed upon by COURT and SHERIFF as specified in Exhibit A, Master Service Level Form, of this Agreement, attached hereto and fully incorporated by this reference.
2. The baseline service level shown in Exhibit A, Master Service Level Form, of this Agreement represents the staffing necessary for adequate security under normal operating conditions (e.g., all courtrooms open, no unusual operational circumstances, etc.) and COURT business practices existing upon execution of this Agreement. The baseline service level shall not be modified unilaterally. If SHERIFF or COURT determine that any proposed change to baseline service level shown in Exhibit A, Master Service Level Form, is unsafe for the public and/or COURT or SHERIFF, SHERIFF shall confer with the COURT and try to reach a resolution prior to requesting additional staffing through the Temporary Special Service Requests (TSSRs) process per section 1.C.2, and if funding is unavailable, SHERIFF can decline such change.
3. California Government Code section 30025 (2011 Realignment Legislation) governs funding for baseline court security services.
4. Any modification to Exhibit A, Master Service Level Form, of this Agreement, as agreed upon by COURT and SHERIFF, shall be documented via Exhibit B, Trial Court Security - Service Level Form, of this Agreement, which shall be signed by both COURT and SHERIFF, reflected on the Trial Court Funding System Report, TCF\_049: Trial Court Security Master Service Level, and accepted as an Amendment to Exhibit A of this Agreement.
5. COURT and SHERIFF agree that the Relieved Service Units previously purchased by COURT from SHERIFF prior to the 2011 Public Safety Realignment included those relief factors embedded in the 2010-2011 Relief Rates established by the Los Angeles County Auditor-Controller, as shown in the attached Exhibit B, Trial Court Funding Law Enforcement Rates, Fiscal Year 2010-11, of this Agreement. For all Service Units except courtroom bailiff, the Relief Rate was 13.1% of Salary & Employee Benefits (S&EB); the Relief Rate for courtroom bailiff Service Units was 3.5%. No Relief Rate attached to Service Units attributable to the Security Operations Unit. The parties agree that as to any future agreements and/or rates, this valuation is not binding, but is set forth here to provide a record of the original, agreed-upon calculation of Relief Rates.

## C. SUPPLEMENTAL SERVICES

1. At COURT's request, SHERIFF may provide supplemental security services that exceed the baseline service level set forth on Exhibit A, Master Service Level Form, of this Agreement.
2. The scope of supplemental services provided by SHERIFF includes, those services identified as supplemental services on Exhibit A, Master Service Level Form, of

this Agreement and Temporary Special Service Requests (TSSRs) as described below.

3. TSSRs will be used for billing purposes for other supplemental services and non-court operation events paid by COURT.
4. The scope of supplemental services provided by SHERIFF also includes circumstances mandating additional SHERIFF resources, such as overtime expenditures incurred as a result of unplanned and unscheduled facility infrastructure failure that compromises security, additional night courts, or trials requiring increased security staffing (such as multi-defendant or high-profile cases). SHERIFF shall strive to mitigate or negate the expenditure of COURT funds under such circumstances if possible.
5. The services outlined in Exhibit A, Master Service Level Form, exclude services for which the COUNTY and SHERIFF receive funding through Assembly Bill 109 Realignment related to State Parole Hearings and services (e.g. Post Release Community Supervision Hearings (PRSC)).
6. The services outlined in Exhibit A, Master Service Level Form, noted as AB 1058 CSCP (Grant Funded) are funded exclusively by State AB1058 Grant.

#### D. QUALITY OF SERVICE

1. SHERIFF is responsible for ensuring that all SHERIFF personnel performing services under this Agreement are knowledgeable in Court procedures and protocols and will perform, at a minimum, all duties expected of them, as delineated in the SHERIFF's Manual of Policy and Procedures, Court Services Division Manual (which is updated from time-to-time) and Branch-specific policies and procedures, including court-related training.

## II. AUTHORITY

### A. COURT'S AUTHORITY

1. SHERIFF acknowledges the Presiding Judge's authority as it relates to California Government Code § 69922.
2. A judicial officer may request that SHERIFF replace the courtroom bailiff assigned to his or her courtroom with a different bailiff. In the event that SHERIFF is unable or unwilling to replace the particular courtroom bailiff, the matter shall first be presented to that judicial officer's Supervising Judge for resolution, and if the Supervising Judge is unable to resolve the matter, the Presiding Judge shall have the authority to reject, remove, or refuse the assignment of any bailiff, subject to mandates upon SHERIFF (mandates including, but not limited to, County Codes, County and Sheriff's Department Policies, and Employee Bargaining Unit Memoranda of Understanding).



3. COURT may replace any courtroom bailiff provided by SHERIFF under this Agreement with a COURT employee ("Courtroom Assistant"). COURT shall provide forty-five (45) calendar days written notice to SHERIFF before replacing any courtroom bailiff with a Courtroom Assistant, and thirty (30) calendar days written notice before eliminating any Lockup Deputies due to suspension of a courthouse lockup facility or before reducing the service level for any other reason. SHERIFF agrees that, where possible, the reduction in service level will be made as soon as practical after receiving notice.
4. Court facilities must be located within the County of Los Angeles and the SHERIFF must be capable of providing law enforcement services in such jurisdiction.
5. The COURT may conduct random audits of SHERIFF personnel assigned at each courthouse in order to monitor the level of court security services provided by SHERIFF and to ensure operational compliance. SHERIFF will supply daily in-service sheets at each courthouse to COURT when requested.

#### B. SHERIFF'S AUTHORITY

1. The services performed by SHERIFF, the standards of performance, the discipline of officers, the control of SHERIFF's personnel, and other matters incident to the performance so employed shall remain with SHERIFF.
2. SHERIFF shall receive from COURT the following reports when produced monthly, as changes occur, or as otherwise requested, or as soon as practicable:
  - (a) Judicial Officers' Roster, which shall include Judicial Officers' names, assigned courtrooms, and type of courtroom
  - (b) Anticipated Courthouse/Courtroom changes
3. SHERIFF shall have the authority to provide appropriate classification of personnel (bailiff, bailiff security, lock-up deputy, part-time deputy, reserve deputy, custody assistant, security officer, security assistant and private armed security) for SHERIFF's daily court security operations, unless it involves a lower level of security than the SHERIFF provided to the COURT at time of realignment which would require approval by the COURT.

#### C. ADMINISTRATION OF AGREEMENT

1. SHERIFF's Chief of Court Services Division shall have authority to administer this Agreement on behalf of SHERIFF.
2. COURT's Executive Officer or designee shall have authority to administer this Agreement on behalf of COURT.



### **III. COSTS**

#### **A. BASELINE SERVICE LEVEL**

1. Funding for SHERIFF's provision of the baseline service level set forth in Exhibit A, Master Service Level Form, of this Agreement is provided by the State of California directly to County of Los Angeles pursuant to California Government Code sections 30025 and 30027(c)(1).
2. Any increase in positions above the baseline service level set forth in Exhibit A, Master Service Level Form, of this Agreement that are requested by COURT shall be funded by COURT, as supplemental services.
3. Any modification to the service level needs of the COURT which creates a reduction of SHERIFF's personnel, shall result in a mutually agreed upon redeployment of SHERIFF's personnel within Court Services Division.

#### **B. SUPPLEMENTAL SERVICES**

1. COURT shall pay SHERIFF for all supplemental services at the Supplemental Trial Court Security Rates then in effect, which are attached hereto as Exhibit C, Supplemental Trial Court Security Rates, of this Agreement, as established by the County Auditor-Controller. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate adjustment shall be reflected in a revised Exhibit C, Supplemental Trial Court Security Rates, published by SHERIFF, and attached hereto as an Amendment to this Agreement, without the need for the signature of either party, to reflect the change in billing rates each fiscal year.
2. Special Operations Unit
  - (a) SHERIFF shall provide to COURT the services of the Special Operations Unit, which shall provide enhanced security for judicial officers and COURT personnel when requested by the Presiding Judge, Court Executive Officer, or designee.
  - (b) COURT shall pay one-half (1/2) of SHERIFF's cost of providing six (6) Deputy personnel to staff the Special Operations Unit at the Non-Relieved Service Unit Rate then in effect and set forth on Exhibit C, Supplemental Trial Court Security Rates, of this Agreement. In the event that the requirements for special judicial protection services exceed the assigned Deputy personnel and the amount allocated for these costs, COURT shall appropriate additional funding sufficient to reimburse SHERIFF for all agreed upon expenses.
  - (c) Overtime costs, at full cost, shall accrue on each day of service after the personnel assigned have provided eight (8) hours of service at the regular hourly (non-relieved service unit) rate set forth on Exhibit C, Supplemental

Trial Court Security Rates, of this Agreement. COURT shall also be responsible for incidental expenses incurred. Such incidental expenses may include, but shall not be limited to, mileage costs and travel fares, meals, portorage, and lodging. Such costs shall be billed either at the actual expense incurred or at the per diem rates allowed by SHERIFF for its own employees, whichever is less. The billings for overtime services and expenses of the Special Operations Unit shall contain an itemized accounting of all services provided and all incidental expenses incurred, with copies of receipts attached when appropriate. All overtime costs must be approved by COURT in advance.

#### **IV. BILLING**

- A. SHERIFF shall submit internal vouchers ("I.V.") to the County Auditor-Controller and to COURT on a monthly basis for payment for supplemental services provided under this Agreement. The I.V. shall be supported by an itemized detail of costs, including billing rates and supplemental services performed. Overtime costs shall be distinguishable from straight-time costs.
- B. Upon receipt of an I.V., COURT shall have thirty (30) calendar days to approve or reject any portion of the charges and notify SHERIFF and Auditor Controller in writing of any charges it disputes.
- C. The County Auditor-Controller shall transfer from the appropriate COURT account to SHERIFF's account on the thirty-third (33<sup>rd</sup>) calendar day following the date upon which the I.V. was submitted for any portion of the charges not disputed. In the event a dispute arises, the parties shall meet and confer within ten (10) business days in an attempt to resolve the dispute. In the event no agreement can be reached, final resolution of the dispute shall be made at a meeting between the SHERIFF Chief of Court Services Division and the Court Executive Officer. The County Auditor-Controller shall not pay any disputed amounts during the time a dispute remains unresolved.

#### **V. GENERAL PROVISIONS**

##### **A. TERM**

- 1. The initial term of this Agreement shall be five years, commencing upon execution by both parties and approval by the Board of Supervisors, unless terminated earlier as set forth herein. COURT and SHERIFF agree to negotiate future terms of this Agreement in good faith prior to the expiration of the Agreement's term.
- 2. The term of this Agreement may be extended for additional periods of one (1) year upon mutual assent and execution of a written Amendment signed by both parties. A template for such term extensions is attached hereto as Exhibit D, Amendment Template, of this Agreement.

## B. AMENDMENTS

Unless otherwise stated herein, this Agreement may be amended from time to time upon the mutual assent and execution of a written Amendment signed by both parties.

## C. NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

To SHERIFF:

Chief of Court Services Division  
Hall of Justice, 7th Floor  
211 W. Temple Street  
Los Angeles, California 90012

To COURT:

Court Executive Officer  
Superior Court of California, County of Los Angeles  
111 North Hill Street  
Los Angeles, California 90012

## D. DISPUTE RESOLUTION

1. Operational issues such as duties or assignments which do not impact funding or service changes shall be resolved by the appropriate COURT representative and SHERIFF representative that are responsible for the particular COURT location. The parties shall meet in a good faith effort to resolve the dispute to their mutual satisfaction.
2. If the parties are unwilling or unable to enter into a new agreement pursuant to California Government Code section 69926 subdivision (b) upon the expiration or termination of this Agreement, or if there is a dispute regarding the administration or level of services and equipment being provided pursuant to this Agreement, the parties shall meet and confer in a good faith effort to resolve any dispute. If this does not result in a resolution, the parties shall follow the dispute resolution procedures outlined in California Government Code section 69926 and the applicable Rule of Court.

## E. EMPLOYMENT STATUS

COURT shall not be liable for the direct payment of any salaries, wages, or other compensation to any SHERIFF personnel performing services under this Agreement. For all purposes, SHERIFF personnel performing services under this Agreement are employees

of SHERIFF and not COURT.

#### F. MUTUAL INDEMNIFICATION

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

#### G. JURISDICTION

The terms and conditions of this Agreement shall be construed and interpreted under the laws of the State of California.

#### H. VALIDITY

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

#### I. WAIVER

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

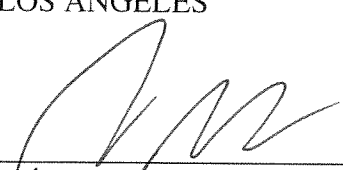
#### ATTACHED EXHIBITS:

- Exhibit A: Master Service Level Form
- Exhibit B: Trial Court Security - Service Level Form
- Exhibit C: Supplemental Trial Court Security Rates
- Exhibit D: Amendment Template
- Exhibit E: Court Security Plan

**MEMORANDUM OF UNDERSTANDING  
AND COMPREHENSIVE COURT SECURITY PLAN**

The Court Executive Officer of the COURT and the SHERIFF negotiated and entered into this Agreement, subject to the approval and authorization of the County Board of Supervisors pursuant to California Government Code section 69926(b).

SUPERIOR COURT OF CALIFORNIA,  
COUNTY LOS ANGELES

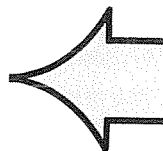
By:   
ERIC C. TAYLOR  
Presiding Judge

Date: 7/21/2021


COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
ALEX VILLANUEVA  
Sheriff

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



APPROVED AS TO FORM:  
IVETTE PEÑA  
Chief Deputy, Legal Services/Court Counsel

By:   
Court Counsel

APPROVED AS TO FORM:  
RODRIGO CASTRO-SILVA  
County Counsel

By: \_\_\_\_\_  
Principal Deputy County Counsel



MASTER SERVICE LEVEL FORM

Exhibit A

LN NO	FACILITY BRANCH	JUDICIAL DISTRICT	SERGEANT	SWORN PERSONNEL				NON-SWORN PERSONNEL				RELIEF ITEMS	TOTAL SERVICE LEVELS	TOTAL SERVICE LEVELS
				BONUS	DEPUTY LOCK-UP	DEPUTY BAILIFF SECURITY	DEPUTY BAILIFF	DEP NON- RELIEVED	TOTAL	CUSTODY ASSISTANT	SECURITY OFFICER	SECURITY ASSISTANT	Private Armed AFTER HOURS	
1	CENTRAL JAIL ARRAIGNMENT	CENTRAL	1.00	2.00		2.00			5.00		2.00	2.00		10.00
2	CLARA SHORTRIDGE FOLTZ (CCB)	CENTRAL	7.00	7.50	48.00	21.00	60.00		143.50	5.00	5.00	7.00		160.50
3	HOLLYWOOD	CENTRAL	1.00	1.00	7.00	4.00	4.00		17.00		3.00	3.00		23.00
4	METROPOLITAN	CENTRAL	1.00	4.00	6.00	8.00	15.00		34.00	2.00	7.00	8.00	2.90	53.90
5	STANLEY MOSK COURTHOUSE (CCH)	CENTRAL	1.00	3.00		7.00	40.00		51.00		11.00	23.00	4.40	89.40
	TOTAL CENTRAL BUREAU		11.00	17.50	61.00	42.00	119.00	-	250.50	9.00	27.00	43.00	7.30	336.80
1	ALHAMBRA	NORTHEAST	1.00	1.00	3.00	2.00	6.00		13.00	1.00	1.00	2.00		17.00
2	BELLFLOWER	SOUTHEAST	1.00	1.00	5.00	2.00	6.00		15.00	1.00	2.00	3.00		21.00
3	BURBANK	NORTH CENTR	1.00	1.00	4.00	2.00	4.00		12.00		1.00	3.00		16.00
4	COMPTON	CENTRAL	2.00	3.00	17.00	8.00	31.00		61.00	3.00	6.00	9.00		79.00
5	DOWNEY	SOUTHEAST	1.00	2.00	5.00	2.00	7.00		17.00	1.00	2.00	5.00		25.00
6	EAST LOS ANGELES	CENTRAL	1.00	1.00	5.00	2.00	8.00		17.00	1.00	3.00	3.00		24.00
7	EASTLAKE JUVENILE	CENTRAL	1.00	1.00	2.00	2.00	3.00		8.00		3.00	1.00		12.00
8	EDELMAN CHILDREN'S COURT	CENTRAL	1.00	1.00	2.00	4.00	25.00		33.00		3.00	4.00		40.00
9	EL MONTE	EAST	1.00	1.00	5.00	2.00	6.00		15.00		4.00	2.00		21.00
10	GLENDALE	NORTH CENTR	1.00	1.00	2.00	2.00	4.00		10.00		1.00	2.00		13.00
11	NORWALK	SOUTHEAST	1.00	2.00	10.00	3.00	11.00		27.00		3.00	3.00		33.00
12	PASADENA	NORTHEAST	1.00	2.00	6.00	4.00	16.00		29.00	1.00	3.00	5.00		38.00
13	POMONA NORTH	EAST	1.00	1.00	4.00				5.00	1.00				6.00
14	POMONA SOUTH	EAST	1.00	1.00	6.00	4.00	16.00		28.00		4.00	4.00		36.00
15	WEST COVINA	EAST	1.00	2.00	7.00	2.00	10.00		22.00	1.00	3.00	5.00		31.00
16	WHITTIER	SOUTHEAST		1.00		2.00	5.00		8.00		2.00	2.00		12.00
	TOTAL EAST BUREAU		14.00	22.00	83.00	43.00	158.00	-	320.00	10.00	41.00	53.00	-	424.00
1	AIRPORT	WEST	1.00	2.00	13.00	4.00	13.00		33.00	2.00	3.00	3.00		41.00
2	ANTELOPE VALLEY (ANTONOVICH)	NORTH	3.00	1.00	15.00	7.00	20.00		46.00	2.00	6.00	4.00		58.00
3	BEVERLY HILLS	WEST		1.00		2.00	1.00		4.00		2.00	2.00		8.00
4	CHATSWORTH	NORTH VALLEY		1.00		3.00	6.00		10.00		3.00	2.00		15.00
5	GOVERNOR GEORGE DEUKMEJIAN	SOUTH	2.00	3.00	14.00	10.00	23.00		52.00	3.00	6.00	7.00		68.00
6	INGLEWOOD	SOUTHWEST	0.70	1.50	5.00	4.00	9.00		20.20		3.00	5.00		28.20
7	INGLEWOOD JUVENILE	SOUTHWEST	0.30	0.50		1.00	3.00		4.80		1.00	2.00		7.80
8	LANCASTER JUVENILE	NORTH		1.00	2.00	2.00	3.00		8.00		2.00	2.00		12.00
9	SAN FERNANDO	NORTH VALLE	1.00	2.00	15.00	6.00	15.00		39.00	1.00	1.00	3.00		44.00
10	SANTA CLARITA	NORTH VALLE	1.00	1.00	4.00	3.00	3.00		12.00		1.00	2.00		15.00
11	SANTA MONICA	WEST	1.00	1.00		4.00	5.00		11.00		3.00	2.00		16.00
12	SYLMAR JUVENILE	NORTH VALLEY		1.00	1.00	2.00	2.00		6.00		1.00	2.00		9.00
13	TORRANCE	SOUTHWEST	1.00	2.00	8.00	4.00	13.00		28.00	1.00	4.00	3.00		36.00
14	VAN NUYS EAST	NORTHWEST	1.00	1.00		4.00	9.00		15.00		3.00	4.00		22.00
15	VAN NUYS WEST	NORTHWEST	2.00	2.00	19.00	5.00	23.00		51.00	2.00	4.00	5.00		63.00
	TOTAL WEST BUREAU		14.00	21.00	96.00	61.00	148.00	-	340.00	11.00	43.00	48.00	-	442.00
	GRAND TOTAL		39.00	60.50	240.00	146.00	425.00	-	910.50	30.00	111.00	144.00	7.30	1,202.80
SUPPLEMENTAL SERVICES														
	SECURITY OPERATIONS UNIT	CENTRAL		1.00		1.00	4.00	6.00	6.00					6.00
	AB 1058 CSCP (Grant Funded)	CENTRAL			8.00	2.00	4.00		6.00					6.00
	AB 109	CENTRAL		1.00					14.00					14.00

**Exhibit B - Trial Court Security - Service Level Form****LOS ANGELES COUNTY SHERIFF'S DEPARTMENT****Trial Court Security - Service Level Form****BUREAU:** \_\_\_\_\_**COURT:** \_\_\_\_\_**FISCAL YEAR:** \_\_\_\_\_**EFFECTIVE DATE:** \_\_\_\_\_

JOB ASSIGNMENT	TOTAL SERVICE UNITS PURCHASED			COMMENTS
	CURRENT	CHANGE +/-	NEW	

**I. COURTROOM SECURITY**

SERGEANT	0	0.0	0	
BONUS 1	0	0.0	0	
WEAPON SCREENING BONUS 1	0	0.0	0	
DEPUTY, BAILIFF SECURITY	0	0.0	0	
DEPUTY, BAILIFF	0	0.0	0	
DEPUTY, BAILIFF SECURITY (RELIEF)	0	0.0	0	
<b>TOTAL</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	

**II. LOCKUP SECURITY**

DEPUTY, LOCKUP	0	0.0	0	
CUSTODY ASSISTANT	0	0.0	0	
<b>TOTAL</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	

**III. PERIMETER SECURITY**

SEC. OFFCR./PVT. ARMED (DAY)	0	0.0	0	
SEC. ASST./PVT. UNARMED (DAY)	0	0.0	0	
PVT. ARMED (AFTER HOURS / NIGHT)	0	0.0	0	
<b>TOTAL</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	
<b>GRAND TOTAL</b>	<b>0</b>	<b>0.0</b>	<b>0</b>	

The Service Units are (circle)

RELIEVED

NON-RELIEVED

**IV. REQUESTOR****DIRECTOR OF PUBLIC SAFETY** \_\_\_\_\_ **Date** \_\_\_\_\_  
**LOS ANGELES SUPERIOR COURT****COMMANDER** \_\_\_\_\_ **Date** \_\_\_\_\_  
**LOS ANGELES COUNTY SHERIFF'S**

DISTRIBUTION: CLEB, CSD HQ, BUREAU, SUPERIOR COURT

CSD: REVISED 10/08

**NOTE:**



COUNTY OF LOS ANGELES  
**SHERIFF'S DEPARTMENT**

*"A Tradition of Service"*

*Since 1850*

***SUPPLEMENTAL TRIAL COURT SECURITY RATES***

**FISCAL YEAR 2021-2022**

AS PUBLISHED BY THE AUDITOR-CONTROLLER

SERVICE UNIT			HOURLY RATE	
Deputy Sheriff, Generalist			\$ 84.64	
Deputy Sheriff, Bonus I			92.46	
Sergeant			112.16	
Lieutenant			134.77	
Security Officer			42.33	
Security Assistant			26.67	
Custody Assistant			58.08	

SERVICE UNIT			ANNUAL RATE (Salary & Benefits)	
Deputy Sheriff, Generalist (Non-Relieved)			\$ 190,081.00	
Deputy Sheriff, Bailiff (with Relief)			\$ 196,734.00	
Deputy Sheriff, Bailiff Security or Lock-up (with Relief)			\$ 214,982.00	
Deputy Sheriff, Bonus I (with Relief)			\$ 234,831.00	

***Rates are effective July 1, 2021 through June 30, 2022***



EXHIBIT D  
AMENDMENT TEMPLATE

AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
AND  
COMPREHENSIVE COURT SECURITY PLAN

This Amendment to Memorandum of Understanding and Comprehensive Court Security Plan (hereinafter "Amendment") is made and entered into by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES (hereinafter "COURT") and the COUNTY OF LOS ANGELES, by and through the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (hereinafter "COUNTY"), effective upon execution by both parties.

I. APPLICATION

This Amendment shall modify the Memorandum of Understanding and Comprehensive Court Security Plan (hereinafter "Agreement") entered into by COURT and COUNTY on [month] \_\_\_\_\_, [year].

II. TERM

The term of the Agreement is hereby extended for a one (1) year period, from [date] to [date].

III. MODIFICATIONS [insert here, if any]

All other provisions of the Agreement shall remain in effect.

IN WITNESS THEREOF, the Superior Court of California, County of Los Angeles has caused this Amendment to be executed by its Presiding Judge, and the County of Los Angeles has caused this Amendment to be executed by the Sheriff of Los Angeles County. The signatories to this Amendment represent that they have full legal authority to bind their respective organizations to the terms and conditions contained herein.

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Presiding Judge (Date)

By: \_\_\_\_\_  
Sheriff (Date)

# **Exhibit E - Court Security Plan**

## *LAW ENFORCEMENT SECURITY PLAN*

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- Our Core Values
- Our Creed

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#### **SECURITY OPERATIONS UNIT**

#### **COURT SECURITY PLAN**

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#### **FACILITY OPERATIONS**

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- Jurisdiction responsibilities
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- Training Requirements for Private Security Personnel
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## ***LAW ENFORCEMENT SECURITY PLAN***

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## *LAW ENFORCEMENT SECURITY PLAN*

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### **INTRODUCTION**

The purpose of this law enforcement security plan is to provide an overview of the operation of our mission in the courts and how we accomplish this task. While we attempt to be as efficient as possible, we must comply with existing law. Those laws come in a variety of forms and each must be considered on what impact it has on our operation.

Senate Bill 1396 only sets down the guidelines for providing law enforcement and security staffing and billing for those services and not how we accomplish those tasks. The California Government Code fixes the law enforcement responsibilities in the court with the Sheriff of each county. We have established procedures to carry out our mission in compliance with those laws and in consideration of the needs of the court. These procedures are written to comply with the following legal requirements:

- Los Angeles Superior Court policy and procedure requirements.
- California Penal Code (Compliance with codes on handling inmates/defendants).
- California Rules of Court (Handling juries and defendants in court).
- California Board of Corrections Title 15 and Title 24 (Handling adults/ juveniles).
- California Welfare and Institutions Code (Handling of juveniles in custody).
- Local and State Fire Codes.
- Local and State Health Department Codes.
- County labor union Memorandum of Understanding (MOU) agreements.
- Court decisions as a result of lawsuits both State and Federal.
- Security contract signed by the Los Angeles County Board of Supervisors (BOS).

Additionally, we have developed specific procedures on the conduct of our personnel. All legal reference material is available in the applicable code. Our written procedures are detailed in numerous manuals and affect all phases of our operations in the below listed manuals:

- Court Services Division Lockup Volume.
- Court Services Division Bailiff Volume.
- Court Services Division Administrative Volume.
- Sheriff's Department Manual of Policy and Procedures.
- California Board of Corrections Title 15 and Title 24 manuals.
- Private Security contract.
- Sheriff's Department Directives issued between manual updates.

## ***LAW ENFORCEMENT SECURITY PLAN***

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- Building Emergency Coordinators (BEC) Manual:
  - Emergency guidelines for building occupants
  - Emergency procedures manual guidelines for County buildings
  - Supplemental emergency procedures

All manuals are continually updated and require an annual review. All manuals and written procedures are available upon request.

DRAFT



MISSION STATEMENT

THE MISSION OF THE  
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
IS TO PARTNER WITH THE COMMUNITY  
TO PROACTIVELY PREVENT CRIME,  
ENFORCE THE LAW FAIRLY AND  
ENHANCE THE PUBLIC'S TRUST THROUGH  
TRANSPARENCY AND ACCOUNTABILITY.



*Los Angeles County*  
**Sheriff's Department**

## CORE VALUES

LEAD WITH COMPASSION,  
SERVE WITH HUMILITY  
AND COURAGEOUSLY  
SEEK JUSTICE FOR ALL.



*Los Angeles County*  
**Sheriff's Department**

## OUR CREED

MY GOALS ARE SIMPLE,  
I WILL ALWAYS BE PAINFULLY HONEST,  
WORK AS HARD AS I CAN,  
LEARN AS MUCH AS I CAN AND  
HOPEFULLY MAKE A DIFFERENCE  
IN PEOPLE'S LIVES.

DEPUTY DAVID W. MARCH FOW APRIL 29, 2002



*Los Angeles County*  
**Sheriff's Department**



## *LAW ENFORCEMENT SECURITY PLAN*

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### **COURT SECURITY PLAN**

The Los Angeles County Sheriff's Department is committed to providing the highest level of service possible to the court, judicial staff and public we serve in the most efficient means possible. Customer service means being able to provide the highest level of security possible without being intrusive on the operation of the court or those who conduct business at the courthouse. To accomplish this, the Sheriff's Department, along with the court, worked together to recommend, approve and implement changes that impact the delivery of service.

A critical component of court security is communication, not only between the deputy personnel, but also between the judge, clerk and bailiff. Effective and efficient communication between all court staff (sworn and civilian) creates a safer environment and can prevent disturbances within the court room as well as reduce the risk of incidents such as in-custody/remand escapes and use of force situations. Sheriff's Department personnel and judicial staff should continually work together in an effort to not only maintain communication but to improve it as well.

It is imperative that they work together as a team to ensure that vigilance is always maintained. By working together and developing a rapport, a level of confidence and safety is created. There is no substitute for a proactive approach to security and this can only be accomplished by a united effort. Therefore, each person must know their role and responsibility so that when an emergency does occur, it is dealt with effectively.

The court security administrator works closely with our counterpart to review security operations and the delivery of service. Their goal is to evaluate the court operation and what impact it has on the delivery of service to the public and what changes could be made to improve that service. Some courts have been consolidated or moved. This has meant closing some lockups and adjusting the staffing as needed. The changes needed would never have been possible without this close relationship. The attached court staffing matrix shows the minimum staffing required at each court. This staffing level was agreed upon by the court and the Sheriff's Department as the number of personnel needed to ensure the safety and welfare of all, and to continue to meet the court's mission.

The security provided to the judges and judicial staff is the most important component of court security and as such, we have developed a comprehensive bailiff / lockup training program. This 4-day course teaches the deputy how to handle defendants safely to prevent incidents. The deputies receive training on courtroom demeanor and in such areas as dealing with juries, witnesses, victims, evidence and the court calendar. During the actual training which takes place in a courtroom, a sitting judge assists the training staff by providing the trainee with realistic requirements of the court. Court Services Transportation Bureau and the Jail Investigations Unit also assists.

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Additionally, we train deputies working overtime as bailiff and as a lockup deputy. The overtime deputy must have completed branch bailiff /lockup orientation provided by the branch supervisor before they can work in the courtroom and the court lockup.

Our branch supervisors receive court supervision training on the operation of their court. This includes weapon security, courtroom judicial protection, lockup operations, trial court funding, staffing, scheduling and high risk cases.

The supervisors are required to brief the court supervising judge and court manager on security issues relevant to the court. The dialog between the Department and the Court is imperative to allowed input from those responsible for the management of the security operation.

Judicial orientation day for new judges was implemented. This orientation acquaints the judges on how the Sheriff's Department operates and covers everything from how the inmate court line at the custody facility operates, to handling inmates in wheelchairs. This orientation has been well received by both the court and our staff, providing an opportunity for those not working in the courts to have an understanding of how the courts operate. Because of this training, we have made significant procedural changes which impact the movement of prisoners in and out of court.

Regular meetings are held with representatives of the Presiding Judge to address areas of mutual concern. These meetings are very informative for both the court and the Sheriff's Department. There have been several changes that have been very beneficial to the court in the transportation and handling of defendants appearing in court. These meetings help to develop strategies on dealing with such issues as high risk and high profile cases, where additional resources are needed or where the normal operation of the court may be affected.

A regular topic of discussion is transportation. Working with the Courts, the Sheriff's Department has been able to overcome numerous obstacles to ensure inmates arrive to court on time. Most notable are the improvements in transporting wheelchair inmates to court in a timely manner. Sheriff's Department Custody Division Personnel also attend these meetings to ensure efficiency of our operations.

Our bureau captains and area lieutenants meet regularly with the branch supervising judges to address issues relevant to those courts. This relationship helps to resolve day-to-day operational issues that can be handled at the local level. This practice has developed a good working relationship between our line personnel and the individual courts.

We have developed a training program for our security personnel that not only gives them tools to address the security concerns, but also training on how to treat people. We demand the same level of training and service from our private security relief personnel.

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We continually monitor the efficiency and conduct of our personnel through personal observation, impromptu visits, security cameras, and public feedback. The Security Operations Unit conducts random “fake bomb” and contraband tests at the weapons screening stations to ensure diligence and compliance with trained established procedures.

The Sheriff’s branch supervisor is the designated building emergency coordinator. This responsibility requires the supervisor to coordinate building emergencies and evacuations with the court and conduct a court evacuation drill at least once per year. There is also a training and communications responsibility that requires the supervisor to ensure that all tenants are well versed and proficient in performing their responsibilities.

We are committed to continue our partnership with the court to provide the best service possible.

### **COURT SECURITY COMMITTEE**

The Court Security Committee is comprised of members of the Los Angeles County Sheriff’s Department and the Los Angeles Superior Court. The purpose of the committee is to discuss any issues or ideas pertaining to the ongoing safety of the court system. Information about the committee can be obtained by contacting the Los Angeles County Superior Court Facilities Services and Capital Projects at (213) 974-5305.



## *LAW ENFORCEMENT SECURITY PLAN*

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### **SECURITY OPERATIONS UNIT (SOU)**

The Security Operations Unit (SOU) is assigned to Court Services Division headquarters. The Unit consists of two sergeants, one bonus deputy and nine deputy generalists.

The Security Operations Unit (SOU) provides security services to the Los Angeles Superior Court, the Los Angeles County Board of Supervisors, and all 40 County departments.

The Security Operations Unit (SOU) is responsible for the following:

- Conduct and investigate threat assessments for all Los Angeles Superior Court judicial officers; including when necessary author search warrants, file cases to District Attorney's Office or City Attorney's office and testify as a result of the criminal filings.
- Provide embedded protection, on-off site security for elected and appointed judicial officers including their family members when warranted.
- Investigate crimes that occur within the courtroom(s) that do not involve an inmate.
- Assesses the security needs for high profile and high security trials, and will assist the courts with the preparation of the operational plans, jury viewings, high-security prisoner and high-security witness escorts, and the sequestration of juries when requested.
- Facilitate Carry Concealed Weapon (CCW) Permits and training for designated judicial officers.
- Plan and prepare detailed operation plans for significant events, as necessary.
- Provide court-related training throughout California.
- Prepare annual surveys of each court buildings' security operation, and recommending any upgrades or changes in procedures.
- Responsible for the security escort of the Superior Court's Narcotics Destruction Detail. The Superior Court relies on the Security Operations Unit to provide security throughout the destruction process of narcotics evidence.

Once a threat has been identified towards a judicial officer, SOU may provide 24-hour a day security, if needed. This judicial protection could last several days.

## *LAW ENFORCEMENT SECURITY PLAN*

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The Security Operations Unit is responsible for providing security for judicial conferences and any judicial event upon request. At many of the conferences, SOU is called upon to provide lectures on courtroom security, as well as personal security issues. The unit, upon request, is also responsible for conducting residential physical assessment and security evaluations for all bench officers.

The Security Operations Unit, assists outside governmental agencies with dignitary protection when conducting business with the court (such as dedications). The unit has also been implemented to augment the security details for the California Highway Patrol with their Governor Security Detail, the Secret Service for Heads of State Security Details, as well as, the International Liaison Office with any International Dignitary Security Details.

The Security Operations Unit (SOU) is also responsible for providing services to the Los Angeles County Board of Supervisors (BOS) and the other 40 Los Angeles County departments for the following:

- Provide the Sergeant-at-Arms and uniformed security for all on and off-site Board of Supervisors meetings and functions.
- Administer, monitor, respond and maintain the County security plan and the County's Executive Protection Program involving level one and other select County executives.
- Transportation of members of the Board of Supervisors, Chief Executive Officer, County Counsel to a secured location during the activation of the County's Continuity of Process (COOP) and the Continuity of Government (COG) programs, and establish satellite communication links if necessary.
- Serve as the Security Management Authority of the County of Los Angeles and administer the County's Threat Management/Workplace Violence Program (per County Policy DHR-620) and contact point for assistance in the County's Employee Domestic Violence Assistance Program (Policy DHR-622).
- Liaison with various levels of County management, law enforcement agencies and other government offices to assess the security needs and issues involving County employees and facilities; specifically in areas of risk management or workplace violence, threats, and criminal investigations and to identify resources and develop solutions to County security and safety plan issues.
- Conduct threat assessments for County executives of significant incidents perpetrated by members of the public.

## *LAW ENFORCEMENT SECURITY PLAN*

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- Provide security and training for Board of Supervisors, their staff members, and County executives.
- Develop and provide workplace violence training to all departments in areas such as Field Safety, Violence in the Workplace, and Active Shooter.
- Provide dignitary protection to members of the Board of Supervisors and other local, state, federal, and foreign dignitaries and other high profile individuals at special community or government events upon request.
- Responsible for conducting physical assessments for any County building or facility.
- Conduct site inspections of satellite Board of Supervisors' offices.
- Prepare operations plans for special events and security during work day disaster trainings and drills.
- Conduct criminal and confidential investigations for the County at the request of the BOS and CEO, and assist other County departments conduct internal criminal investigations.
- Regulate and administer the County Badge and Identification Card Ordinance, including the pending revision of the complete ordinance (LACC 5.64).

In 2019, SOU handled approximately 1,578 security incident reports of workplace violence and threats, 251 Superior Court security related issues, and 276 Board of Supervisors' security related issues. The unit investigates and files their own cases.



## *LAW ENFORCEMENT SECURITY PLAN*

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### **LAW ENFORCEMENT SECURITY STAFFING**

**SHERIFF:** Alex Villanueva

Elected position is responsible for the overall operation of the Department. The Sheriff appoints the Court Services Division chief.

**Court Services Division Chief:** (1) assigned to the division:

The Division chief reports to the assistant sheriff and is responsible for the following:

- Acts as the Sheriff's Department's court law enforcement administrator;
- Approves the commander assignments;
- Oversees all Court Services Division responsibilities;
- Manages the Division resources;
- Negotiates and approves contracts and M.O.s affecting the Division;
- Manages the Civil Processing and Trial Court operations.

**Commanders:** (2) assigned to the division:

The Commanders report directly to the Division Chief and are responsible for the following:

- Recommendations concerning courthouse security operations;
- Administers personnel and budgetary issues;
- Manages the Trial Court Funding (TCF) budget and billing;
- Reviews, handles, and makes recommendations on all incidents involving the courts;
- Provides recommendations on staff promotions and assignments;
- Implements division policy.

**Captains:** (3) assigned to the following Bureaus:

- Central Bureau
- East Bureau
- West Bureau

## ***LAW ENFORCEMENT SECURITY PLAN***

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The Bureau Captains report to the Commanders and are responsible for the following:

- Court security operations within their respective bureaus;
- All personnel issues including, investigations, staffing, and promotions at the deputy level;
- Civil processing operations at the appropriate courts;
- Meeting with the supervising judges on issues relevant to their courts;
- Manages the bureau resources and Services and Supplies (S&S) budget.

**Area Lieutenants:** (10) assigned to the following areas:

- Central Bureau
  - Clara Shortridge Foltz Area
  - Metropolitan Area
- East Bureau
  - Compton Area
  - Norwalk Area
  - Pasadena Area
  - Pomona Area
- West Bureau
  - Airport Area
  - Long Beach Area
  - North Valley Area
  - Van Nuys Area

The area lieutenants report to the bureau captains and handle all court issues for their respective courts, including all personnel issues, high profile trials, and individual court issues. The area lieutenants meet regularly with the branch supervising judge and court managers. They manage the areas' resources, including setting branch-specific operation procedures.

**Sergeants:** Report to their respective area lieutenant:

The sergeants report to the Area Lieutenant and are assigned to specific courthouses. They have the overall responsibility for the day-to-day operation of their specific courthouse and managing the resources assigned to the courthouse (including any trial court funding issues such as data input, overtime approval, etc.). They also deal with any security issue that may arise at that particular courthouse, including all lockup related issues. Their staff would include the following:



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### **Bonus-1 Deputy:**

Bonus Deputy, (Sworn) – supervises specific operations within the court and acts as the acting sergeant. Bonus-1 Deputy is responsible for the following:

- Deputy Sheriff Generalist (Sworn) 830.1. P.C. full-time peace officers;
- Custody Assistant (Non-Sworn)
- Security Officers (Non-Sworn Armed), 831.4 P.C.
- Security Assistant (Non-Sworn Unarmed); 831.4 P.C.
- Private Security who provide the relief for the security officers/assistants.
- Supervises the line personnel in the lockup, bailiff operations and perimeter security;
- Schedule personnel, approve time off requests;
- Coordinate overtime and additional staffing for high security court appearances.

### **Deputy Sheriff: 830.1 P.C.**

- Bailiff;
- Lockup;
- Weapons Screening supervision;
- Bailiff Security (backs up the bailiff and responds to incidents in the courthouse).

### **Custody Assistant: Non-sworn** (Unarmed)

- Inspect the lockup and floor detention areas prior to and after inmates have been present;
- Accept inmates, searching and processing;
- Scan inmates in and out using the Defendant Inmate Movement Management System (DIMMS).

### **Sheriff Security Officer: Non-sworn** (Armed)

- Works at weapons screening;
- Perimeter security;
- Assists with high profile trials in halls and entrances to courtrooms.

### **Sheriff's Security Assistant: Non-sworn** (Unarmed)

- Assists the Security Officers at weapons screening and perimeter security.

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**Private Security:** (Securitas, Inc.,) both armed and unarmed.

- Provides a relief factor for Sheriff's (Non-Sworn) security personnel;
- Provides interior/ exterior security during off hours, 24/7;

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## ***LAW ENFORCEMENT SECURITY PLAN***

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### **TRAINING REQUIRED**

#### **SHERIFF SECURITY OFFICER AND ASSISTANT TRAINING**

##### **Court Overview**

- Orientation
- Logistics
- Vouchers
- Initial Paperwork
- Introduction to Executive Staff

##### **Practical Application**

- On-the-Job Training at Courthouse
- Observation of Operation
- Weapon Screening
- Tactical Communications
- Radio Communications

##### **First Aid**

- CPR

##### **Officer Safety Defensive Tactics**

- Principles of Defensive Tactics
- Personal Weapons
- Control Holds

##### **Use of Force / Searching**

- Pepper Spray
- Searching
- Handcuffing / Take Downs
- Force Options Chart

##### **Laws of Arrest**

- Search and Seizure
- Probable Cause
- Vehicle Inspection
- Stress Management
- Report Writing
- Radio Code Study/Test

## *LAW ENFORCEMENT SECURITY PLAN*

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### **BAILIFF/LOCKUP ORIENTATION COURSE**

#### Court Overview:

- Orientation / Administration Time
- Welcome / Executive Introduction
- Court Security
- Expectations

#### Bailiff /Lockup Responsibilities:

- Court Security
- LIVESCAN, VINE, CCHRS, DIMMS
- Vehicle Inspection
- Judicial Protection (Judge and Bailiff)
- Media Relations
- Procedures in Courtroom
- Judicial Protection
- Custody / Lockup Procedures /Title 15/ PREA
- Arson and Explosives
- Gangs
- Inmate Suicide / Custody Handling
- Terrorism / Active Shooter
- Cell Extraction

#### Applicable Minimum Peace Officer Standards Training (POST):

#### Peace Officer Standards and Training (POST) Basic Academy Course:

- Jail Operations Course (CCR Title 15, § 1010)
- Current in C.P.R. and First-Aid Training, biennially
- Hot Fire Training, biennially
- Continuous updates and recurrent 30-Minute briefing at a minimum of twice a month.



## ***LAW ENFORCEMENT SECURITY PLAN***

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Other Continuous Professional Training (CPT) which is relevant to Court Security:

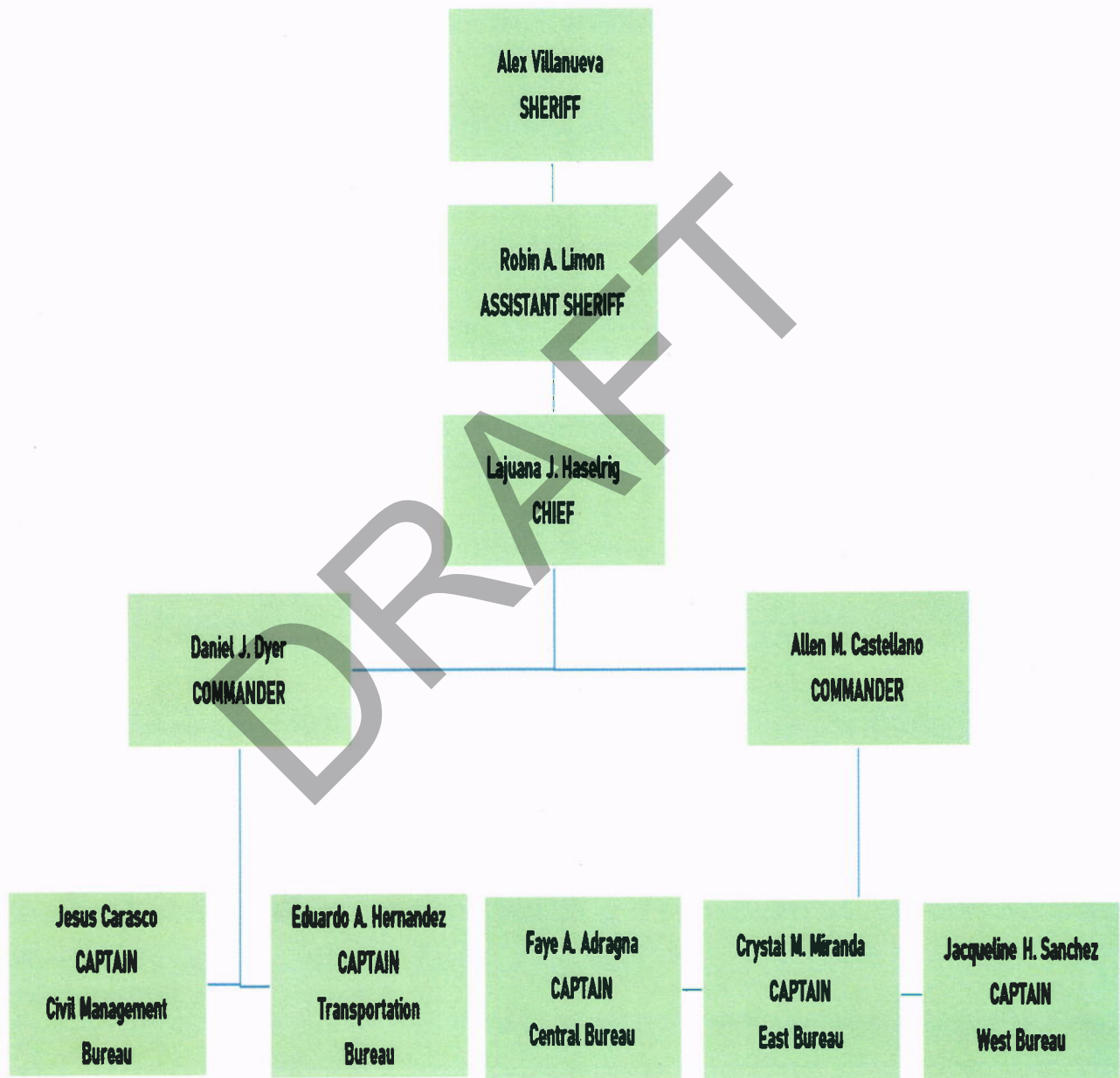
- AR 15 refresher
- Baton PR24 refresher
- Cell Extraction and X-26P Taser
- Civil Field Tactics
- Court Security / Escape
- Critical Court Incidents
- Crowd and Riot Control
- Defensive Tactics
- Branch Specific Prisoner Escape Procedures
- Escort and Takedown Procedures
- Drivers Training
- Force Lecture
- In-Court Releases
- Live Fire Problem Training
- Title 15 Lockup Manual Training
- Judicial Protection District Training
- Laser Village I and II Training
- Security Officer Overview / Alarms and Court System

Additional Supervision Training:

- Title 15
- Accountability through Supervision
- Asserting Supervision
- Building Emergency Coordinator responsibilities (BEC)
- Bonus I - Basic Supervision
- Lieutenant / Sergeant Court Services Division Orientation
- Emergency Operations Center (EOC)
- Force Reporting for Supervisors / Injury Reports / Administrative Investigations

## LAW ENFORCEMENT SECURITY PLAN

### ORGANIZATIONAL STRUCTURE – EXHIBIT “II”





## **LAW ENFORCEMENT SECURITY PLAN**

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### **FACILITY OPERATIONS**

#### **Access and Security of Courts**

The Sheriff's office within each courthouse is responsible for the safety and security of all persons entering the courthouse. This responsibility requires the Sheriff's Department to respond to all incidents involving safety, security, and handling until rendered safe. When this has been accomplished, the incident is evaluated by the branch supervisor as to the appropriate course of action and when completed entered into an incident tracking system. When an incident is considered, by policy as a significant incident, it is reported. Video monitoring systems have been placed in courthouses public hallways and waiting areas, and some courtrooms, as well as, lockups and the clerk's office to assist in the security of courthouses. Bailiff security personnel are assigned throughout the courthouse to assist the public and be a visual deterrent of any unlawful acts (i.e., witness intimidation, family law disturbances, juror intimidation, graffiti). They are deployed in the event of an incident requiring law enforcement presence when necessary.

*CSD Manual Administrative Volume I - Section 1-05/050.00 - Notification and Reporting of Significant Incidents.*

#### **Court Employee After-Hours Court Access**

After-hour court access by court employees is determined by the court administrator and the Sheriff's Department branch supervisor. Access is limited to individual specific needs and may vary from courthouse to courthouse.

#### **Jurisdiction and Responsibilities**

The Sheriff's Department handles all incidents within the courtroom and lockup areas involving the judicial officers, staff, prisoners and public.

Any other incident requiring a law enforcement response to a crime that requires a report and/or arrest is handled by the local police agency. Our Department handles the incident until the local police agency responds.

*CSD Manual Administrative Manual Volume I – Section 1-05/060.00 Agency Jurisdiction Involving Courthouse Incidents*

#### **After-Hour Policies / Response by the Sheriff**

To ensure the integrity of the courthouse during after-hour emergencies, the Superior Court has requested the Sheriff's Department to take on that responsibility. The response notification could be via several means, such as the court manager, judicial staff or responding law enforcement agency.

## ***LAW ENFORCEMENT SECURITY PLAN***

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The response by Court Services Division personnel would prevent the unnecessary destruction of court property by assisting the first responders to gain access to locked areas and securing those areas at the conclusion of the emergency. During emergencies at some of the larger facilities, it may be necessary to call in more than just the supervisor. By using Sheriff's court personnel it would also allow sufficient time to evaluate the impact of the emergency on the overall operation of the court, and ensure the least amount of disruption to the court on the next business day.

After-hour emergencies may be in the nature of an intruder, criminal, fire or structural/mechanical situations which require a reliable, uniform plan of response to be in place, designed to maintain security.

Los Angeles County Sheriff's Department - County Services Bureau, currently monitors the alarms which are already in place in Los Angeles County facilities. The local law enforcement agency is notified when an alarm is activated, in the case of an intruder, or when criminal activity or fire is detected.

If access to the building is necessary, the local law enforcement agency may call Los Angeles County Sheriff's Department, County Services Bureau to request for personnel to respond. County Services Bureau notifies the Sheriff's Information Bureau (SIB) who requests the on-call Court Services Division personnel to respond.

In the event of a structural/mechanical emergency, County Services Bureau notifies the Internal Services Department (ISD) and notifies the Sheriff's Information Bureau (SIB) that ISD is responding. County Services Bureau will provide the ISD Craft Services contact number. SIB notifies the on-call Court Services Division representative to make contact with ISD Craft Services to determine the extent of any damage(s), and the need to respond to the court facility if the emergency affects the lockup area(s), if keys to the building are needed, or if the alarm system needs to be reset.

All other after-hour emergencies, such as an observance of an intruder, criminal activity, fire or structural/mechanical are handled in the same manner except for an alarm being activated. In these cases, an observer on a site will contact the local law enforcement agency, which will activate the pertinent agencies to be contacted.

*Building Emergency Coordinators (BEC) Manual Section II - Pages 16-20, Emergency Contact Number.*

## ***LAW ENFORCEMENT SECURITY PLAN***

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### **Court Security Alarms**

#### **Duress Alarms (Aiphone System)**

This system is used for emergency notification of court security personnel.

The objective of the system is to dispatch and deploy court security personnel in a systematic, preplanned manner in response to a security threat or alarm in the courthouse. The system is a two-way communications link from the branch office to courtrooms, detention areas, and building tenants.

In order for the system to be used to its maximum potential, all court personnel must be knowledgeable in its use. Each bailiff and/or court tenant (who has an alarm system), tests the system daily by activating each alarm button. This test is done before the court opens to the public. If any mechanical problems with a specific alarm station occur, the branch supervisor is notified immediately and will arrange with ISD for immediate repairs.

It is the responsibility of the Sheriff's Branch Office to receive the checks and document them.

*CSD Manual Bailiff Volume III – Section 3-04/020.05 - Court Security Alarm System (Aiphone)*

#### **Hand-Held Radios**

All bailiffs carry a hand-held radio on their person. These radios are capable of communicating throughout the courthouse. It is recommended that bailiffs do a radio check at the same time they check their Court Security Duress Alarm buttons.

*CSD Manual Bailiff Volume III – Section 3-04/020.10 - Hand Held Radios*

*Building Emergency Coordinators (BEC) Manual - Section III, Chapter 2 (page 5) and Chapter III (pages 6-9) for more detailed guidelines of each buildings communication systems.*

#### **Weapons Screening Policy**

The Los Angeles Superior Court and courts countywide, in conjunction with the Los Angeles County Sheriff's Department, have adopted full weapons screening in all County court facilities in order to help provide a safe and secure environment for the public and employees.



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Full weapons screening means that all members of the public (all jurors, attorneys, all court employees and employees of tenant departments), will pass through the weapons screening system, successfully, before being allowed to enter any court building. This includes all property: laptops, CD/MP3 players, cell phones, radios, briefcases, paperwork, crutches, walkers, canes etc.

Refer to CSD Manual Security Volume IV – Section 4-04/000.00 et al., which has detailed information regarding the policy and procedures of weapon screening. The Courthouse Overview Section of this plan has magnetometer counts for the individual courthouses. Signs regarding points of authority and prohibited items are posted at the entrance of each court house.

*CSD Manual Security Volume IV – Chapter 4 et al., Security Policies and Procedures*

### **Private Security Personnel**

On an as needed basis, the Los Angeles County Sheriff's Department utilizes a private security firm for security guard services. Securitas Inc., provides both armed and unarmed security services. The primary duties of the security officers include weapons screening, patrolling an area or facility, lock and unlock gates/doors, answer questions and provide escort services as needed to members of the public, and monitor alarm systems, etc.

*Security Guard Contract - SOW Section 9.0 – 9.15*

All private security guards are supervised by the contractor's supervisory staff, as well as, a department supervisor who monitors their performance. The supervisory staff for the private security contractor travels to assigned facilities on a regular basis to work with their subordinates.

*Security Guard Contract - SOW Section 18.1-18.8*

### **Training Requirements for Private Security Personnel**

Private security personnel are required to have a current California Guard Registration Card, California Fire Arms Qualification Card (Armed guards only), P.O.S.T. Certification in Side Handle, PR24 Baton or Collapsible Baton), and the contractor has ensured that all firearms training is in compliance with the California Department of Consumer Affairs. Bi-annual training will be facilitated by the Court Services Training Unit to all Contractor Guards.

*Security Guard Contract - SOW Section 19.3 – 19.6*

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All Securitas, Inc., employees under this contract undergo an extensive background investigation completed by the Sheriff's Backgrounds Unit. The investigation includes, fingerprints submitted to the Department of Justice, a review of requested documentation, interview and a check of local law enforcement records.

*Security Guard Contract - SOW Section 30.1*

The Court may conduct bi-monthly audits to count the number of Sheriff personnel assigned to each courthouse, and to monitor the level of security services provided by the Sheriff to ensure an overall 98% minimum staffing compliance.

### **Metal Detectors**

There are three general types of metal detectors currently in use. The large walk-through is typically used for weapons screening at the entrances of the courthouses, staffed by court security officers. Hand-held wands may also be used in special situations that do not require a complete search screen. The last type is a small hand-held metal detector that can be used by a bailiff for an individual that the bailiff feels may be carrying a concealed object.

*CSD Manual Bailiff Volume III – Section 3-04/020.15- Metal Detectors*

*CSD Manual Security Volume IV – Section 4-04/010.00 Search Screen and Recommended Staffing*

### **Firearms Policy**

Any peace officer appearing as a party in any off duty matter, or to attend any family law related matter, is prohibited from entering any court building with a weapon.

*CSD Manual Security Volume – Section 4-04/025.00 Peace Officers Entering a Courthouse*

A private citizen is not allowed to bring, or possess, an unauthorized weapon in any court building.

A private citizen licensed to carry a concealed weapon, is not permitted to enter any court building with a weapon.

### **Mail Screening**

Mail carriers (definition to include, U.S. Postal Service, UPS, FedEx and any other mail or package delivery service) are required to run all of their mail through weapons screening to ensure that the mail being brought into the courthouse is safe.

*Suspicious Packages are handled according to the BEC - Section I (Emergency Guidelines) (page 10), which is written according to Field Operations Directive (F.O.D.) 01-14.*

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### **Contraband**

Contraband is defined as property that can be legally owned by a citizen but that is prohibited from the court. When a citizen arrives at court that is in possession of a contraband item, they are given the choice of storing the item in their vehicle or leaving it with the weapons screening staff for safekeeping. When left with the weapons screening staff, a receipt is provided.

*CSD Manual Security Volume IV – Section 4-04/050.00 – Contraband and Prohibited Items*

### **Cameras and Recording Devices**

Cameras, photography equipment, and portable electronic devices such as smartphones, tape recorders and dictaphones are visually inspected to determine if tampering has occurred and if they might have conceal a customized firearm or other dangerous object. Citizens are reminded that the use of such devices is restricted and cannot be used without the expressed approval of the judge hearing the case.

### **Inmate Handling**

Inmate supervision in court lockups is essential to prevent escapes and assaults on deputies and other inmates. The responsibility to provide this protection lies with all the deputies working within the court. The branch supervisors, or lockup supervisors, ensure that all deputies are aware of the policies and procedures regarding inmate supervision.

*CSD Manual Lockup Volume II Section 2-01/010.10 Inmate Handling Policy and Procedure*

*CSD Manual Lockup Volume II Section 2-01/010.15 Safety and Security - Weapons in Lockup*

All inmates or individuals who are placed into custody are searched by deputies regardless of their status or where they came from. Officer safety is paramount in these situations.

Court Services Transportation Bureau (CST) is responsible for all inmate movement to and from court.

All inmates according to their classification (i.e. females, juveniles, keep always etc.) are kept in separate holding cells for their safety and the deputies' safety. The Los Angeles County Sheriff's Department complies with all Title 15 and Title 24 requirements. Inmates from the county jails are thoroughly searched as soon as practical on arrival at the court facility.



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Inmates who are remanded in court are searched thoroughly. Their belts and shoe laces and/or shoes, are removed to assure safety for the inmates. When it is possible, new remands from court are housed separately to ensure integral security.

*CSD Manual Bailiff Volume III - Sections 3-14/040.00 - New Remands*

*CSD Manual Bailiff Volume III – Sections 3-14/040.10 - Searching New Remands*

Court lockup personnel are trained and prepared to handle recalcitrant inmates who become combative. We have an Emergency Response Team (ERT) designated to respond on short notice to any court where there is a major inmate disturbance or an inmate who refuses to exit a cell. This team has received training on how to extract inmates with non-lethal force; however, should it become necessary to use an elevated use of force to defuse an incident, the deputies have the Conducted Electrical Weapon (C.E.W.) and pepper spray available.

*CSD Manual Administrative Volume I – Section 1-04/030.00 – Conducted Electrical Weapon (C.E.W.)*

### **Movement**

The movement of custodies in a courthouse is the weakest link in security because often the movement is down public hallways or open courtyards. It is necessary for all deputies to be aware of their surroundings and the public when moving custodies. It is the branch supervisor's responsibility to provide a security plan and train deputy personnel on procedures that are structured for their individual court when dealing with the movement of inmates.

### **Security Devices**

Handcuffs are one of the most important and frequently used tools by the deputy in court. They are the most common restraint used for short trips to court and to the lockup.

*CSD Manual Bailiff Volume III – Section 3-14/020.00 et al. - Inmate Restraint Devices*

A four-man custody chain is another tool that allows deputies to move four inmates at one time. These chains consist of a length of chain with a pair of handcuffs welded to each end.

Leg chains are a length of chain with a padlock welded to each end. When applied to the inmate, they only allow him/her to take a step of approximately twelve inches. The inmate is able to walk slowly but is unable to run.

Waist chains are restraints made from a length of chain that encircles the waist. Handcuffs are attached to this chain by short lengths of chain in such a manner that the inmates' hands are held closely to their sides. The waist chain is locked snugly around the waist with the handcuff.

## ***LAW ENFORCEMENT SECURITY PLAN***

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The use of visible security devices in the presence of juries is prohibited, and as such, we continue to explore alternative ways of maintaining security in the courts. Absent the presence of a jury, bailiffs are strongly encouraged to maintain in-custody defendants in restraints to ensure the safety and security of everyone in the courtroom.

Alternate methods include; deputy personnel must obtain supervisor approval before applying any of the following restraint devices. Also, permission must be obtained from the Court before use in court.

***S.T.E.A.L.T.H. Belt:*** This device is a belt worn around the defendant with a “D” ring attached to the belt. The “D” ring is attached to an anchor installed in the lower back of the chair. This device prevents the defendant from standing or moving around the courtroom.

*CSD Manual Bailiff Volume III – Section 3-14/020.10 - STEALTH Belt*

***Spit Mask:*** This device is used for defendants who have a history of spitting on deputies or court staff.

### **Inmate Count & Routine Safety Checks**

A lockup deputy conducts an inmate count when inmates are first delivered to the court facility. This count is kept updated throughout the day by the lockup deputy. The total inmate count is recorded in a daily log. In addition to this, cell checks are conducted every thirty (30) minutes.

*CSD Manual Lockup Volume II - Section 2-06/020.00 - Routine Safety Checks*

*CSD Manual Lockup Volume II – Section 2-06/015.00 Inmate Count*

### **Suicide Prevention / Sick / Injured**

County inmates with known suicidal tendencies are usually identified by a blue wristband and the special handling code of “S.” New bookings from outside agencies, station bookings and remands from court, are identified through written and verbal communications from jailers and court personnel. Any inmate with known suicidal tendencies is not placed in a cell alone unless absolutely necessary. They are housed so they can be readily observed. These inmates are visually checked every 15-Minutes and notification with BOMHR forms made to the Department of Mental Health at Inmate Reception Center (IRC).

A log is posted at each cell and signed after each check of the inmate. If possible, inmates that are deemed suicidal are placed in a windowed interview area, or with other inmates, so they can be seen at all times by deputy personnel.

*CSD Manual Lockup Volume II – Section 2-06/025.00 - Suicide Prevention*

*CSD Manual Lockup Volume II – Section 2-06/025.05 - Suicide Intervention Kit*

*CSD Manual Lockup Volume II – Section 2-05/035.00 - Sick/Injured/Mentally Ill Inmate in a Court Lockup*

## ***LAW ENFORCEMENT SECURITY PLAN***

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### **Injured or Sick Inmates**

All incoming court custodies are medically screened. All agencies are required to provide a signed copy of the form attesting to the medical condition of the inmate.

Injured and/or sick inmates are accepted only if they are accompanied with documentation by a medical authority stating they are cleared for booking. The lockup deputy will not accept the inmate, should it appear the inmate is in need of medical attention and the arresting agency or station did not provide a medical clearance. The lockup deputy will contact the agency, or station watch commander, to ascertain the medical status of the inmate. Stations and agencies may book sick or injured inmates at the Los Angeles County Medical Center Jail wards. It is the responsibility of the arresting agency to transport the sick or injured inmate from their lockup to the hospital.

Inmates who become injured or ill, and require medical treatment while in a court or a lockup facility, are transported to a prearranged hospital location by paramedics. An armed lockup deputy with a radio, accompanies the sick or injured inmate in the ambulance. The deputy handcuffs the inmate to the stretcher for security reasons. The deputy maintains visual contact with the inmate at all times until relieved by another deputy, or the inmate is secured in a medical jail facility.

*CSD Manual Lockup Volume II – Chapter 5 et al., – For Specific Medical Care and Screening questions*

### **Attorney Visits**

It is the policy of the Sheriff's Department to provide the most expedient method of communication between persons in custody and their attorneys or persons attempting to secure their release.

Only accredited attorneys (or ordered medical staff), are permitted into a lockup to interview their client. In facilities without secure interview areas, access is restricted so that officer safety is not compromised. Under no circumstances is a co-defendant or relative allowed into a court interview area, unless directed by a judge or approved by a branch supervisor.

*CSD Manual Lockup Volume II - Section 2-02/010.10 – Attorneys Interviews in Lockup*

### **Processing of Releases**

The release or transfer of an inmate is determined both by the law and by Department policy. All releases are approved by a supervisor.

It is the policy of Court Services Division to release all inmates (ordered released by the Court), directly from the court lockup as long as the inmate being released meets the release criteria.



## ***LAW ENFORCEMENT SECURITY PLAN***

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All inmates being released are checked for additional cases, additional warrants and current sentence status for other unrelated cases. There are several systems that are accessed by the lockup deputy to determine whether an inmate/prisoner is cleared for release. These systems include, but are not limited to: the Automated Jail Information System, Countywide Warrant System, National Crime Information Center, Justice Department Interface System and Live Scan - which is a fingerprint database system maintained by the Department of Justice at the State and Federal level.

Inmates who do not meet the release criteria because of an additional case, holds, etc., are sent to the Inmate Reception Center for jail processing and housing.

Inmates with medical and mental conditions are released from the Inmate Reception Center after they are medically cleared.

*CSD Manual Lockup Volume II - Chapter 2 et.al., - Release Procedures*

### **Court Operations**

The Sheriff, except as provided by law, is required to attend all sessions of the Superior Courts in Los Angeles County. This mandate is delegated to the Chief of the Court Services Division and to the deputies who comprise the Division.

The provision and maintenance of effective security measures throughout the Los Angeles County court system are the prime responsibility of the Court Services Division.

In each branch court throughout the County, the Sheriff is designated as the Security Coordinator and has the responsibility for providing, carrying out and directing security procedures in coordination with the other building tenants. It is extremely important that the bailiff and court staff, including the judge, work out appropriate responses to emergency situations, including the possibility of non-verbal communication.

Certain courtrooms throughout the County of Los Angeles employ the services of a Court Assistant/Court Attendant, instead of a deputy sheriff. They work solely in civil court rooms, such as unlawful detainer courts, limited and unlimited small claims courts and probate courts. Their duties consist mainly of acting as a link to the Sheriff's Office in the courthouse for any security situations which may arise. They maintain order in the courtroom, as well as, provide clerical assistant to the judicial assistant in the courtroom.

(Further Information - Contact the Office of Civil Trial Court Operations at (213) 974-8800)

## ***LAW ENFORCEMENT SECURITY PLAN***

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### **Courtroom Preparation**

It is the responsibility of each bailiff to ensure the courtroom he/she will be working is secure. At the beginning of the court day (before the public is allowed access), the bailiff searches the courtroom for any suspicious packages, weapons, etc. The bailiff checks and tests the microphones, court paging systems, and the Court Security Alarm System.

*CSD Manual Bailiff Volume III – Section 3-05/010.00 – Courtroom Preparation*

If the bailiff is working a criminal courtroom, he/she is responsible for searching the inmate detention area as well. The bailiff ensures that all plumbing, electrical or environmental controls are functioning properly. In the event that they are not working properly the court administrator's office is contacted and a repair request is made.

### **Assisting the Court**

After the courtroom and lockup are secured, the bailiff works with the court clerk to ascertain any specific or unusual cases that may require special handling for the day. In any of these types of cases, the bailiff communicates to the judge and court staff special requirements that may be necessary.

Bailiffs assist the court in the handling of documents and court files that must be passed to, or from, the bench. No one is permitted to approach the front side (the well) of the bench without the permission of the judge. Therefore, anything that is to be passed to the bench must be handled by the bailiff or clerk.

The bailiff keeps the flow of the court moving. He directs witnesses, monitors the audience and ensures security and safety for all parties involved in a case. If cases involve custodies, the bailiff will maintain the "no communication with inmate policy."

*CSD Manual Bailiff Volume III - Section 3-05/020.00 Assisting the Court  
Penal Code section 4570*

If the case requires extra security, the bailiff will arrange for backup.

*CSD Manual Bailiff Volume III - Section 3-04/010.00- Knowledge of Court Calendar to Assist  
with Potential Security Issues*

## ***LAW ENFORCEMENT SECURITY PLAN***

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### **Closing Court**

At the close of the court day, the bailiff inspects all spectator areas for lost and forgotten items. The public entrance to the courtroom and lockup is secured and locked. All custodies and paperwork are delivered to the lockup by the bailiff for processing.

*CSD Manual Bailiff Volume III - Section 3-05/050.00 - Closing Court*

### **Jury Handling Procedures**

It is the bailiff's responsibility to take charge of the jury and keep them together. The bailiff takes an oath not to let anybody speak to the jury regarding the case, including him/ herself.

Upon notification to the court that all sides of the court matter are prepared to select a jury and present their case, the clerk of the court contacts the jury assembly room and has the jurors sent to the courtroom. The bailiff will prepare for the duties and responsibilities for handling the jury and trial.

The bailiff will discuss the procedures with the judge in order to coordinate and be prepared for the coming trial. Some of the issues the bailiff will discuss with the judge are the seating and handling of the jury, defendant, spectators, possible security problems, the handling of evidence (weapons and narcotics), and any other problems that may arise during the trial.

Once the jury is impaneled, the bailiff instructs the jury with courtroom procedures.

*CSD Manual Bailiff Volume III – Chapter 7 et al., - Jury Trials*

### **Sequestered Jury**

When a jury is sequestered and not permitted to separate during deliberations, the bailiff will advise the supervisor and prepare to maintain the jury.

This may entail taking the jury to lunch, making notifications to family, and arranging for transportation and lodging.

*CSD Manual Bailiff Volume III – Chapter 8 et al., - Sequestered Jury*



## ***LAW ENFORCEMENT SECURITY PLAN***

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### **Site Visitation**

When the jury has been asked to visit a crime scene, the bailiff will arrange transportation through the Court Services Transportation (CST) Bureau. Notification is made as soon as possible to allow for proper scheduling of equipment and drivers. When CST has provided a bus, the jurors are escorted from the courtroom to a prior designated location where they will board the bus and be taken directly to their destination. All efforts will be made to maintain proper security of the jury.

*CSD Manual Bailiff Volume III - Section 3-07/055.00 - View of Crime Scene by the Jury*

### **Deliberations**

After being sworn to take charge of the jury, the bailiff will escort the jury to the jury deliberation room and make sure that all necessary supplies are provided for them.

After the jury is secured in the jury room, the bailiff will not leave the jury unguarded during their deliberation. If the jury room is locked, the bailiff is available at all times with the key in the event of an emergency. All jury deliberation rooms have their own private restrooms.

At times the jury may request to view certain pieces of evidence. Since it is the bailiff's responsibility to ensure the safety of the jurors, security measures will be taken before the jury views the evidence. For example, firearms are always viewed separate from ammunition and the bailiff checks the firearm to be sure it is unloaded. The bailiff is always present during the examination of weapons, such as daggers, knives, etc. Narcotics are verified that the evidence bag is sealed. During the viewing, the bailiff instructs the jury not to discuss the case, or the evidence, within his/her presence.

When the bailiff is summoned by the jury, the bailiff will always knock before entering the jury deliberation room.

*CSD Manual Bailiff Volume III – Section 3-07/070.00 - Jury Deliberations*

*CSD Manual Bailiff Volume III – Section 3-07/080.00 - Viewing Evidence*

### **High Security Trials**

It is the branch supervisor's responsibility for the training and orientation of their bailiffs to ensure that they are aware of the branch security contingency plans and the building emergency procedures.

## ***LAW ENFORCEMENT SECURITY PLAN***

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In the event of a high security trial, the bailiff will work with the branch supervisor to utilize all the tools available to ensure the highest level of security. One of the highly effective tools available during a high security trial is the Security Operations Unit (SOU). SOU's primary objective is to provide service in all areas relevant to the security interest of the Court Services Division. This unit investigates crime, identifies and apprehends criminals, and is a liaison with other law enforcement agencies regarding judicial threats. The SOU acts as the primary investigative unit for the Court Services Division.

The SOU is utilized for high profile trials and hearings, high security inmate escort, or any special circumstances decided by the branch supervisor that will involve extra security. The SOU aids with the planning of security within the courtroom as well as outside.

*CSD Manual Administrative Volume I – Chapter 6 et al., - Security Operations Unit*

High security trials and high profile trials tend to receive media attention. All such cases are subject to follow the strict guidelines posted in all courthouses.

*Refer to Manual of Policy & Procedures Public Relations 3-01/080.05*

*Press Relations and 3-01/080.15*

*Rule 980, California Rules of Court, Photographing, Recording and Broadcasting in the Courtroom*

*CSD Manual Bailiff Volume III – Section 3-04/030.05 - Media Access*

*CSD Manual Bailiff Volume III – Section 3-04/030.15- High Profile Defendants*

*CSD Manual Administrative Volume I – Section 1-05/000.05 Court Security Plan (B.E.C)*

There are several courthouses in the County of Los Angeles that were built with special high security courtrooms to accommodate high risk/high profile cases. In dealing with trials of this nature a special plan called, an "Operation Plan" will be developed. The plan will consist of the type of trial, number of participants, media, degree of anticipated risk, traffic, parking, overall security of the court facility, courtroom, perimeter security, housing of the inmate, victims, and witnesses, as well as, emergency contacts and assistance from other units or local emergency personnel.

## ***LAW ENFORCEMENT SECURITY PLAN***

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### **Inmate Handling**

Inmate control is one of the most frequent and hazardous functions a bailiff performs. Safely maintaining control of custodies is accomplished through awareness and consistent safety practices.

- Constant vigilance is maintained to prevent escapes;
- Extreme care is taken to keep weapons inaccessible to prisoners at all times. (At no time are deputies allowed to enter a lockup armed);
- Cooperation with other law enforcement agencies - as far as inmate control within the Sheriff's lockup - is expected at all times;
- Branch supervisors teach and train custody handling procedures consistent with the Department's Manual of Policy and Procedures;
- Males and females are not handcuffed or chained together except for exigent circumstances;
- Males and females are confined separately;
- Juveniles are not handcuffed or chained with adults;
- Juveniles are housed separate from adults.

Each branch supervisor is responsible for developing and maintaining unit policies and procedures for the movement of inmates within the courts.

*CSD Manual Bailiff Volume III – Chapter 14 et al., - Custody Handling*

### **Video Arraignment**

Video arraignment is a process of having inmates arraigned at a lockup facility via video feed to a courtroom. The inmate is arraigned by the judge in the presence of his attorney, who is located in the lockup with their client. Arraignments involving multiple defendants, conflict of interests or special circumstances, are not conducted via video. In these cases, the concerned inmate is transported to the court to be arraigned in person.

This process allows for less crowding in the court lockup and significantly reduces the possibility and risk of unsecured situations, movement and transporting of inmates, and improves courtroom security.

Video arraignments are currently occurring between Glendale Police Department's lockup facility and Glendale Courthouse. This location has been elevated from a pilot program to a permanent process as of November 2010.



## ***LAW ENFORCEMENT SECURITY PLAN***

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### **Video Arraignment 2.0: Streaming Justice Pilot Program**

With the recommendation of the Citizens' Economy & Efficiency Commission, the Board of Supervisors has requested the reinstatement of a pilot video arraignment program in County courthouses. In this program, LAPD has given their support for continuing with video arraignment using the new Metropolitan Detention Center (MDC) as a test site. The results of this pilot program will be used to evaluate the potential benefits of inmate transportation costs savings together with the probability of risk reduction intrinsic in moving inmates from the detention centers and detaining them at the courthouse.

### **Video Appearances**

A video appearance is the process of conducting a court appearance via video feed in real-time with full motion video and audio in the courtroom. The process is used for attorney interviews, placement hearings for P.C. 1368 inmates and Community Based Restoration (CBR) placements for those inmates eligible for release from LASD custody to a State hospital.

The inmate is escorted by custody staff to a specified location within the jail that is equipped with a camera, monitor, microphone and codec. From this location, the inmate is able to communicate with his or her attorney and be present while the hearing is conducted, thereby eliminating the need for physical transportation to court.

Video appearances are conducted on a daily basis and are an integral part of how many cases are handled at the Hollywood Mental Health Courthouse. These appearances are standard operation and require no modification to our normal operations.

### **Emergency Operations**

#### **Evacuations**

The evacuation order for a court facility during any emergency situation is made by the Sheriff's Department.

Prior to the evacuation, the Presiding Judge will be notified of the need to evacuate. All court employees and Sheriff security personnel have been trained, assigned an area of responsibility and drilled on evacuation procedures. All procedures to remove staff and public from the facility safely are located in the BEC and manual section listed below.

## ***LAW ENFORCEMENT SECURITY PLAN***

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In most situations, inmates will not be evacuated. All inmates are locked down in a secure location. If the situation escalates, and inmates must be evacuated, the local law enforcement agency will be notified to assist with the movement and security of the inmates. All inmates are handcuffed or chained prior to movement. Court Services Transportation Bureau will be notified immediately for a sufficient amount of busses to house or relocate the inmates.

*BEC Section I - Building Evacuation, Page 13*

*BEC Section II- Section 3.10 - Evacuation of Buildings, Page 6*

*BEC Section III - Chapter XIII - Evacuation Plans for Lockup, Pages 30-32*

*CSD Manual Lockup Volume II - Section: 2-03/020.00 - Evacuations /Building Closure*

### **Bombs and Bomb Threats**

Bomb threats are a very common occurrence in court facilities. When court personnel receive any type of bomb threat, they are to contact their supervisor immediately.

Tenant supervisors will contact the Sheriff's branch supervisor, who will conduct an initial investigation and determine what response is necessary. Specific branch procedures are contained in the "Branch Security Contingency Plans" and the "Building Emergency Plan."

*BEC Section I - Page 12 (Bomb Questionnaire) and Section III - Chapter VII Bombs and Bomb Threats, Pages 6, 9 & 12*

*CSD Manual Bailiff Volume III – Section 3-04/040.35 – Bomb Threats*

### **Civil Disturbances**

The Sheriff's office within the courthouse is responsible for the safety and security of all persons entering the courthouse. This responsibility requires the Sheriff's response to all incidents involving safety, security and handling until rendered safe. When this has been accomplished, the incident is evaluated by the branch supervisor as to the appropriate course of action.

The Sheriff's Department will handle all incidents within the courtroom and lockup areas involving the judicial officers, staff, inmates or public. Any other incident requiring a law enforcement response to crime, requiring a report and/or arrest, is handled by the local police agency.

Branch supervisors are encouraged to contact their local policing agency counterpart, and to develop a dialog on areas of mutual concern to ensure policies are in place prior to any incidents.

*BEC Section I - Civil Disorder, Page 15 and Section III-Chapter XII - Civil Disturbance, Page 31*

*CSD Manual Bailiff Volume III - Section: 3-04/030.35 Demonstrators/ Demonstrations*

*CSD Manual Lockup Volume II – Section: 2-03/035.00 Civil Disturbance*

*Penal Code Section 169*



## ***LAW ENFORCEMENT SECURITY PLAN***

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### **Earthquakes**

Natural disasters create a unique situation for the safety and security of inmates. Occurrences such as earthquakes, floods, etc., can make detention areas unusable. In the event of a natural disaster, the Building Emergency Operations Plan will be activated.

Inmates will be immediately evaluated, and if necessary, moved to an alternate secure area within the building. If there is no safe alternate, an attempt to contact the local law enforcement agency will be made to request assistance with security. Court Services Transportation Bureau will be notified to remove the inmates from the facility.

*BEC Section I – Earthquakes, Page 15*

*BEC Section III - Chapter XI - Earthquakes and Evacuations*

### **Fires**

Each branch supervisor has developed, prepared and implemented (in conjunction with local fire officials), a fire suppression plan in the BEC Manual that includes provisions for regular inspections of lockup areas, and an evacuation plan for emergency housing of inmates in case of fire. The plan includes, but is not limited to:

- Means of exiting the facility;
- The installation and maintenance of fire extinguishing and fire alarm systems as required by local fire ordinance;
- The installation and maintenance of safe appliances, equipment, decorations and furnishings that preclude chances of a fire explosion or panic hazard;
- A system of reporting fires to the fire department is developed which includes the telephone numbers of responding units;
- A fire prevention plan, coordinated and approved by the responsible fire department;
  
- Regular fire prevention inspections by the branch supervisor and fire department;
- A plan for emergency relocation and/or evacuation of prisoners in case of a fire.
- Location of the emergency shut-off valves for the gas, electricity and water.

*BEC Section I, Fire/Smoke, Page 17 - Steps in case of a fire*

*BEC Section II, Emergency Building Procedures and Fire Drill Instructions*

*BEC Section III, Chapter 10 Fire Emergency Staffing Procedures*

## ***LAW ENFORCEMENT SECURITY PLAN***

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### **Escapes**

Any person who is in the custody of the Sheriff (inmates booked into the Sheriff's booking system, or a person who has been remanded to the custody of the Sheriff by a magistrate), who leaves, or attempts to leave the confines of the detention area or courtroom, is considered an escape.

In the event of an escape from a courtroom, the bailiff will immediately initiate an emergency broadcast by radio, or the court security alarm system, informing the branch office of the situation. A description of the escapee, the charge the inmate was being held on, and the direction of travel the escapee was last seen headed. In the event there are multiple inmates in the courtroom, the bailiff's first priority after making an emergency broadcast, is to secure the remaining inmates before entering into a pursuit of the escapee.

If an escape occurs from a lockup, the lockup deputy will immediately initiate an emergency broadcast by radio, or the court security alarm system, informing the branch office of the situation. A description of the escapee, the charge the inmate was being held on and the direction of travel the escapee was last seen headed. Because lockup deputies are unarmed, they are not authorized to engage in a pursuit of an escapee.

Branch supervisors will secure the building by utilizing deputies and other law enforcement personnel. They will also establish a containment area with responding units and make notifications to Sheriff's Information Bureau and the local law enforcement agency.

It is important for the supervisor to maintain control of the situation until the inmate is returned or the search is terminated.

*BEC Section III, Chapter V - Escape Inmate, Page 11-13*

*CSD Manual Administrative Volume I – Section: 1-05/050.00 - Notification and Reporting of Significant Incidents*

*CSD Manual Bailiff Volume III – Section: 3-14/070.00 et.al - Inmate Escape/Erroneous Release*

*CSD Manual Bailiff Volume III- Section: 3-04/040.45 - Escapes*

*Manual of Policy and Procedures - 5-03/185.00 Escaped Adult Inmates*

## ***LAW ENFORCEMENT SECURITY PLAN***

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### **Hostage Incidents**

In hostage situations, the Department will make every effort to affect the safe release of the hostage and to arrest the suspect. This is done while safeguarding the lives of all persons to the maximum extent possible.

In general, the suspect will not be allowed to escape, with or without a hostage. Immunity will not be granted, nor will a ransom be paid to resolve a hostage situation.

*Manual of Policy and Procedures - 5-06/110.00 - Hostages and Barricaded Suspect*  
*CSD Manual Bailiff Volume III – Section: 3-04/040.40 – Hostages*

### **Active Shooter**

Historically, incidents involving a lone shooter have occurred at courthouses throughout Los Angeles County. The unique nature of courthouse proceedings (high level of emotional involvement), mean that an incident may involve multiple shooters. Attempts to lynch an in-custody defendant, eliminate a witness, or injure an estranged spouse often involve pre-planning or several suspects working in concert.

Sheriff Department personnel assigned to the Court Services Division Training Unit and the Security Operations Unit have provided and continue to provide active shooter training geared specifically towards how court judicial staff (judges, clerks, etc.,) should respond in such a situation. This court specific training teaches court staff the “Run, Hide, Fight” scenario, which is also taught to the Sheriff’s Department civilian personnel.

Sheriff’s Department personnel and court staff will employ the BEC for emergency evacuation for the individual courthouse.

Sheriff personnel shall be guided by sound tactical principles when involved in any tactical incident. The tactics employed by Department members shall be governed by applicable Department Policies, accepted training practices, the exigency of the circumstances, and the application of sound judgment and common sense. The Department’s Core Values, a reverence for human life, and the safety of all parties shall be considered when deciding on a resolution to a tactical incident.

*See Manual of Policy and Procedures Section – 3-10/150.00 Tactical Incidents*  
*BEC Section I - Building Evacuation*  
*BEC Section III - Subsection 1105-1109*



## **LAW ENFORCEMENT SECURITY PLAN**

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### **COURTHOUSE OVERVIEW**

The court facilities within Los Angeles County are a shared responsibility of the Los Angeles Superior Court. The court contracts with ABM to maintain the court buildings. ABM handles all areas. ABM also conducts and maintains the monthly generator checks for emergency/auxiliary power, landscaping and interior and exterior lighting. Sheriff personnel in each courthouse know where the emergency/auxiliary power sources are, as well as, where the emergency shut off valves for the gas, electricity and water are and how to operate them in case of an emergency. The back-up system for the emergency power is a battery operated system of lighting, and the back-up to the battery operated emergency system is a generated system of power which is located in a locked and secured area.

The court administrator and their staff are responsible for maintaining key and access card control logs, as well as, any maintenance for access and exit doors to ensure the locking systems are secure and functional for their individual courthouses. They keep a complete record to ensure key control and this ensures that a proper level of security is maintained for all court facilities.

Court administrators and ABM maintain the judges' parking area. Their parking is in a controlled environment, which is viewed and recorded on CCTV and can only be accessed by using a parking key card access entry. Signs are posted to depict permit parking for the court staff and other tenants of the court building.

Custodial services are contracted by the court administrator and their staff. All custodial staff is live scanned and has a background check completed before they are permitted to work at a facility. Once they have cleared their checks they are issued limited access cards to be able to enter the building.

Due to the nature of court business, it is the practice of both the Court and the Sheriff's Department that all sensitive information be shredded and disposed of through a contracted shredding company. Vital records are stored on site in a secure dry environment, however after records reach a certain age they are moved off-site to an archive storage site or shredded, depending on the documents importance. A new program is being implemented that will scan all documents and place on a data base for historical purposes.

Computer and data systems for both the courts and the Sheriff's Department are all password protected. The password is required to be changed every quarter. Training is given on all programs used in the Courts and the Sheriff's Department.

## *LAW ENFORCEMENT SECURITY PLAN*

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Many of the courts are old and in need of replacement or major repair. The court lockup must be built to "Institutional and Board of Correction Title-24 Standards," the cost is higher than normal construction. Any modification to court lock up, must obtain the approval from Board of State Community Corrections (BSCC).

The Sheriff's Department is required to conduct an annual court survey on security of the courthouse and its operation. As part of that review, our staff makes recommendations to the Court on improving security relating to the building, as well as, any procedural deficiencies.

The court always requests our input on any security issue affecting the courts. The court administrator and their staff ensure that all court staff is up to date on building emergency procedures and work with the Sheriff's Building Emergency Coordinator on annual drills. All court staff is trained to know how to use their duress alarm. Each courthouse has its own individual requirements as to the level of security needed (i.e., bullet proof glass, secure doors). Levels are assessed and implemented as necessary. Recommendations are made throughout the year and are included in the annual security survey. The court is receptive to our recommendations and makes every effort to upgrade when possible. Types of recommendations implemented have been private judges' entrance and parking, training on judicial personal protection seminars training the judges to be aware of their surroundings both personal and professional.

Keypads have been installed to accept either a proximity card or scramble code from the employee. This has greatly improved our ability to restrict unauthorized access to the buildings.

The attached overview of our court facilities is for the current operation, which continually changes as the mission changes.



## LAW ENFORCEMENT SECURITY PLAN

### AIRPORT COURTHOUSE

11701 La Cienega Boulevard  
Los Angeles

#### Courtrooms 13

• Family Law .....	0
• Criminal .....	13
• Juvenile .....	0
• Traffic .....	0
• Civil .....	0

#### Detention Facilities

• Inmate Capacity	416
• Holding Cell	51
• Attorney/Interview Room	20

#### Number of Sheriff's Personnel

• Courtroom Security .....	33
• Perimeter Security .....	6
• Custody Assistant .....	2

#### Synopsis:

- Built in 1999
- 10 floors above ground, plus basement which houses main lockup.
- No Civil operations.
- Scanning Station ( 1)
- Entrance: Monitored (1), Exit: Unmonitored (1)

#### Security Recommendations:

- Install prop-alarms and CCTV camera on the cafeteria exterior doors.



### ALHAMBRA COURTHOUSE

150 West Commonwealth Avenue  
Alhambra



#### Courtrooms 8

• Family Law .....	0
• Criminal .....	6
• Juvenile .....	0
• Traffic .....	0
• Civil .....	2

#### Detention Facilities

• Inmate Capacity	127
• Holding Cells	10
• Attorney/Interview Room	3

#### Number of Sheriff's Personnel

• Courtroom Security .....	13
• Perimeter Security .....	3
• Custody Assistant .....	1

#### Synopsis:

- Built in 1973
- 4 floors above ground, plus basement.
- No Civil operations.
- Scanning Station (2)
- Entrance: Monitored (2), Exit: Unmonitored (0)

#### Security Recommendations:

- Provide secure, designated parking for judges and employees.
- Install CCTV cameras to the interior of all courtrooms.

## LAW ENFORCEMENT SECURITY PLAN

**MICHAEL D. ANTONOVICH**  
**ANTELOPE VALLEY COURTHOUSE**  
42011 4<sup>th</sup> Street West  
Lancaster

<b>Courtrooms</b>	<b>22</b>
• Family Law .....	2
• Criminal .....	13
• Juvenile .....	2
• Traffic .....	1
• Civil .....	4

### Detention Facilities

• Inmate Capacity	687
• Holding Cell	89
• Attorney/Interview Room	25

### Number of Sheriff's Personnel

• Courtroom Security .....	46
• Perimeter Security .....	10
• Custody Assistant .....	2

### Synopsis:

- Built in 2003
- 4 floors above ground, plus basement.
- Criminal, Civil, Family, Juvenile and Traffic operations.
- Scanning Station (3)
- Entrance: Monitored (2), Exit: Unmonitored (0).

### Security Recommendations:

- None.



**BELLFLOWER COURTHOUSE**  
10025 East Flower Street  
Bellflower



<b>Courtrooms</b>	<b>6</b>
• Family Law .....	0
• Criminal .....	5
• Juvenile .....	0
• Traffic .....	0
• Civil .....	1

### Detention Facilities

• Inmate Capacity	103
• Holding Cells	13
• Attorney/Interview Room	8

### Number of Sheriff's Personnel

• Courtroom Security .....	15
• Perimeter Security .....	5
• Custody Assistant .....	1

### Synopsis:

- Built in 1988.
- 4 floors above ground.
- Criminal and Civil operations.
- Scanning Station (1)
- Entrance: Monitored (1), Exits: Unmonitored (2)

### Security Recommendations:

- Install alarms on exit stairway doors.
- Install bank teller-type glass on the Sheriff's office public counter.



## LAW ENFORCEMENT SECURITY PLAN

### BEVERLY HILLS COURTHOUSE

9355 Burton Way  
Beverly Hills

<b>Courtrooms</b>	<b>2</b>	
• Family Law .....		0
• Criminal .....		0
• Juvenile .....		0
• Traffic .....		1
• Civil .....		1

#### Detention Facilities

• Inmate Capacity	0
• Lockup closed.	

#### Number of Sheriff's Personnel

• Courtroom Security .....	4
• Perimeter Security .....	4
• Custody Assistant .....	0

#### Synopsis:

- Built in 1971
- 4 floors above ground.
- Civil and Traffic operations.
- Scanning Station (1)
- Entrance: Monitored (1), Exit: Unmonitored (1)

#### Security Recommendations:

- Install reflective impact-resistant film on all ground floor windows.
- Install duress alarm button and CCTV at the weapons screening site.



### BURBANK COURTHOUSE

300 East Olive Avenue  
Burbank



<b>Courtrooms</b>	<b>6</b>	
• Family Law .....		0
• Criminal .....		4
• Juvenile .....		0
• Traffic .....		0
• Civil .....		2

#### Detention Facilities

• Inmate Capacity	156
• Holding Cells	17
• Attorney/Interview Room	5

#### Number of Sheriff's Personnel

• Courtroom Security .....	12
• Perimeter Security .....	3
• Custody Assistant .....	0

#### Synopsis:

- Built in 1958; renovated in 1995.
- 3 floors above ground, plus basement.
- Criminal and Civil operations.
- Scanning Station (1)
- Entrance: Monitored (1), Exit: Unmonitored (1)

#### Security Recommendations:

- Update entire duress alarm system throughout the building.

## LAW ENFORCEMENT SECURITY PLAN

### CATALINA COURTHOUSE

215 Sumner Avenue  
Avalon

<b>Courtrooms</b>	<b>1</b>	
• Family Law .....	0	
• Criminal /Civil/Juvenile.....	1	
• Juvenile .....	0	
• Traffic .....	0	
• Civil .....	0	

#### Detention Facilities

- |                   |   |
|-------------------|---|
| • Inmate Capacity | 1 |
|-------------------|---|

#### Number of Sheriff's Personnel

• Courtroom Security .....	1
• Perimeter Security .....	0
• Custody Assistant .....	0

#### Synopsis:

- Built in 1959
- 1 floor above ground.
- Criminal, Civil and Traffic operations.
- A judge and bailiff assigned to Governor George Deukmejian Courthouse responds to Catalina every other Friday.

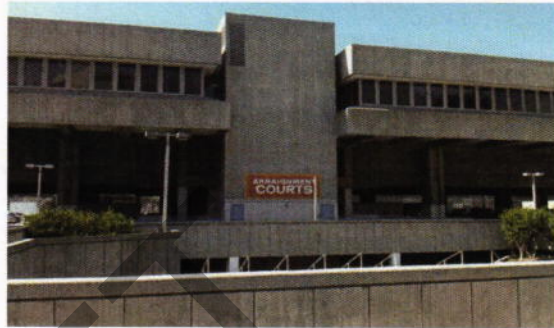
#### Security Recommendations:

- Install weapons screening equipment.



### CENTRAL ARRAIGNMENT COURT

429 Bauchet Street  
Los Angeles



<b>Courtrooms</b>	<b>4</b>	
• Family Law .....	0	
• Criminal .....	4	
• Juvenile .....	0	
• Traffic .....	0	
• Civil .....	0	

#### Detention Facilities

• Inmate Capacity	130
• Holding Cells	16
• Attorney/ Interview Room	2

#### Number of Sheriff's Personnel

• Courtroom Security .....	19
• Perimeter Security .....	3
• Custody Assistant .....	2

#### Synopsis:

- Built in 1968.
- 2 floors above ground, plus below ground access to Central Men's Jail.
- No Civil operations.
- Scanning Station (1)
- Entrances: Monitored (1), Exits: Unmonitored (4)

#### Security Recommendations:

- Provide CCTV for judges' parking area.
- Install alarms and CCTV at all emergency exits.
- Upgrade the entire CCTV System.



## LAW ENFORCEMENT SECURITY PLAN

### CENTRAL CIVIL WEST COURTHOUSE

600 South Commonwealth Avenue  
Los Angeles

#### Courtrooms

4

- Family Law ..... 4
- Criminal ..... 0
- Juvenile ..... 0
- Traffic ..... 0
- Civil ..... 0

#### Detention Facilities

- Inmate Capacity ..... 0

#### Number of Sheriff's Personnel

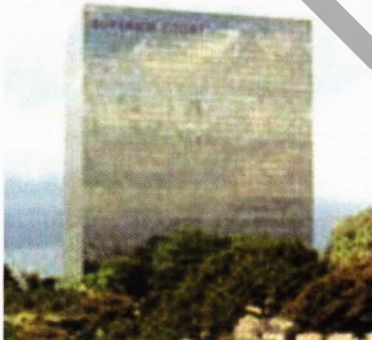
- Courtroom Security ..... 8
- Perimeter Security ..... 6
- Custody Assistant ..... 0

#### Synopsis:

- Built in 1973.
- This is a shared occupancy building with 19 floors  
3<sup>rd</sup> Clerk's Office, 4<sup>th</sup> Sheriff's Office, 16<sup>th</sup>  
Courtrooms, and 7 Public Floors.
- No Civil operations.
- Scanning Stations (2)
- Entrances: Monitored (2), Exits: Unmonitored (2)

#### Security Recommendations:

- Install duress alarms and CCTV in the judges' parking area.



### CHATSWORTH COURTHOUSE

9425 Penfield Avenue  
Chatsworth



#### Courtrooms

11

- Family Law ..... 3
- Criminal ..... 0
- Juvenile ..... 0
- Traffic ..... 2
- Civil ..... 6
- Misdemeanor Arraignment ..... 0

#### Detention Facilities

- Inmate Capacity ..... 0
- Lockup Closed July 2003

#### Number of Sheriff's Personnel

- Courtroom Security ..... 10
- Perimeter Security ..... 5
- Custody Assistant ..... 0

#### Synopsis:

- Built in 2001.
- 3 floors above ground, plus basement.
- Civil, Family and Traffic operations.
- Scanning Station (2)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- Secure Departments F40 and F41 cashier door to courtroom to prevent patrons from re-entering adjacent courtrooms.
- Install duress alarm, with talk-back speaker, and CCTV camera in the second floor Self Help Center, and the third floor mediation room.
- Repair CCTV system, and replace a number of fixed cameras with pan-tilt-zoom type.
- Install CCTV for employee parking area (West).

## LAW ENFORCEMENT SECURITY PLAN

### CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER 210 West Temple Street Los Angeles

<b>Courtrooms</b>	<b>59</b>	
• Family Law .....	0	
• Criminal .....	59	
• Juvenile .....	0	
• Traffic .....	0	
• Civil .....	0	
• Grand Jury .....	1*	

#### Detention Facilities

• Inmate Capacity	800
• Holding Cells	79
• Attorney / Interview Room	31

#### Number of Sheriff's Personnel

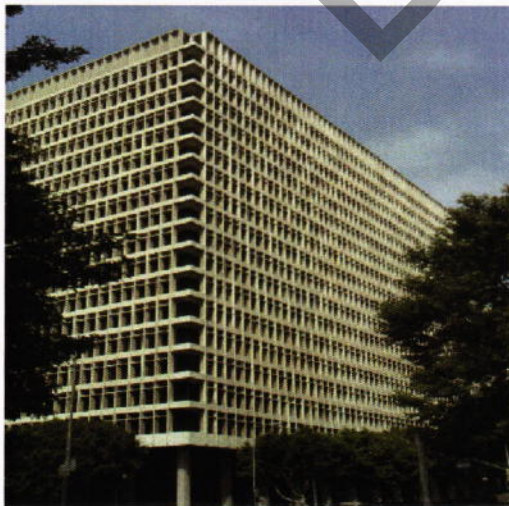
• Courtroom Security .....	140
• Perimeter Security .....	12
• Custody Assistant .....	5

#### Synopsis:

- Built in 1973.
- 19 floors above ground, plus basement.
- No Civil operations.
- Scanning Stations: (5)
- Entrances: Monitored (5), Exits: Unmonitored (0)

#### Security Recommendations:

- Provide Sheriff's staff with keys to every office in the building to aid emergency response.
- Install CCTV at all emergency exits.



### COMPTON COURTHOUSE 210 West Compton Boulevard Compton



<b>Courtrooms</b>	<b>28</b>	
• Family Law .....	2	
• Criminal .....	21	
• Juvenile .....	2	
• Traffic .....	1	
• Civil .....	2	

#### Detention Facilities

• Inmate Capacity	767
• Holding Cells	51
• Attorney/Interview Room	17

#### Number of Sheriff's Personnel

• Courtroom Security .....	60
• Perimeter Security .....	15
• Custody Assistant .....	3

#### Synopsis:

- Built in 1978.
- 12 floors above ground, plus basement.
- Criminal, Civil, Family, Juve and Traffic operations.
- Scanning Station (3)
- Entrance: Monitored (2), Exit: Unmonitored (0)

#### Security Recommendations:

- Increase lighting around exterior perimeter of building.



## LAW ENFORCEMENT SECURITY PLAN

### DOWNEY COURTHOUSE

7500 East Imperial Highway  
Downey

<b>Courtrooms</b>	<b>7</b>	
• Family Law .....	0	
• Criminal .....	6	
• Juvenile .....	0	
• Traffic .....	1	
• Civil .....	0	

#### Detention Facilities

• Inmate Capacity	251
• Holding Cell	26
• Attorney/Interview Room	10

#### Number of Sheriff's Personnel

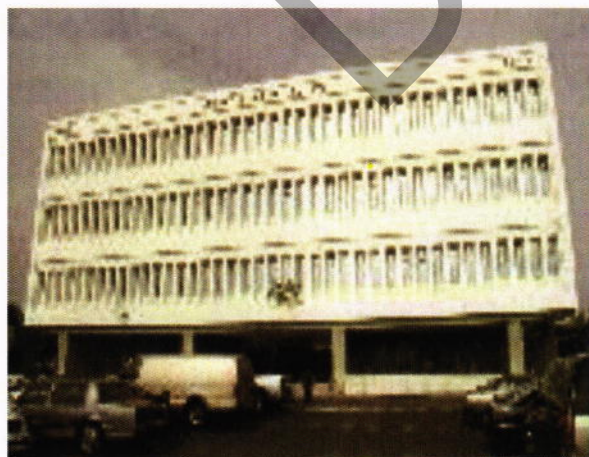
• Courtroom Security .....	17
• Perimeter Security .....	7
• Custody Assistant .....	1

#### Synopsis:

- Built in 1989.
- 4 floors above ground.
- Criminal and Traffic operations.
- Scanning Station (2)
- Entrance: Monitored (1), Exit: Unmonitored (1)

#### Security Recommendations:

- Install CCTV cameras on all lock up floors, cells and elevator.
- Update entire duress alarm system.



### EAST LOS ANGELES COURTHOUSE

4848 Civic Center Way  
Los Angeles



<b>Courtrooms</b>	<b>6</b>	
• Family Law .....	0	
• Criminal .....	6	
• Juvenile .....	0	
• Traffic .....	0	
• Civil .....	0	

#### Detention Facilities

• Inmate Capacity	312
• Holding Cell	25
• Attorney/Interview Room	11

#### Number of Sheriff's Personnel

• Courtroom Security .....	15
• Perimeter Security .....	6
• Custody Assistant .....	1

#### Synopsis:

- Built in 1990.
- 4 floors above ground.
- Criminal operations.
- Scanning Station (2)
- Entrance: Monitored (2), Exit: Unmonitored (0)

#### Security Recommendations:

- Install duress alarm buttons at both weapons screening sites.

## LAW ENFORCEMENT SECURITY PLAN

### EASTLAKE JUVENILE COURTHOUSE

1601 Eastlake Avenue  
Los Angeles

<b>Courtrooms</b>	<b>4</b>
• Family Law .....	0
• Criminal .....	0
• Juvenile Delinquency .....	4
• Mental Health .....	0
• Civil .....	0

#### Detention Facilities

• Inmate Capacity	16
• Holding Cell	3
• Attorney/Interview Room	0

#### Number of Sheriff's Personnel

• Courtroom Security .....	10
• Perimeter Security .....	4
• Custody Assistant .....	0

#### Synopsis:

- Built in 1945.
- 1 floor above ground, plus basement.
- No Civil operations.
- Scanning Station (1)
- Entrance: Monitored (1), Exit: Unmonitored (2)

#### Security Recommendations:

- Provide secure designated parking for employees.
- Install CCTV in corridor adjacent to detention area.
- Increase all exterior perimeter lighting.



### EDMUND D. EDELMAN CHILDREN'S COURT

201 Centre Plaza Drive  
Monterey Park



<b>Courtrooms</b>	<b>25</b>
• Family Law .....	0
• Criminal .....	0
• Juvenile Dependency .....	25
• Traffic .....	0
• Civil .....	0

#### Detention Facilities

• Inmate Capacity	148
• Holding Cell	36
• Attorney/Interview Room	3

#### Number of Sheriff's Personnel

• Courtroom Security	34
• Perimeter Security	7
• Custody Assistant	0

#### Synopsis:

- Built in 1992.
- 6 floors above ground, plus basement.
- No Civil operations.
- Scanning Station (3)
- Entrance: Monitored (2), Exit: Unmonitored (0)

#### Security Recommendations:

- Install CCTV cameras in the parking structure.



## LAW ENFORCEMENT SECURITY PLAN

### EL MONTE COURTHOUSE

11234 East Valley Boulevard  
El Monte

#### Courtrooms

6

• Family Law .....	0
• Criminal .....	5
• Juvenile .....	0
• Traffic .....	1
• Civil .....	0

#### Detention Facilities

• Inmate Capacity .....	166
• Holding Cell .....	9
• Attorney/Interview Room .....	3

#### Number of Sheriff's Personnel

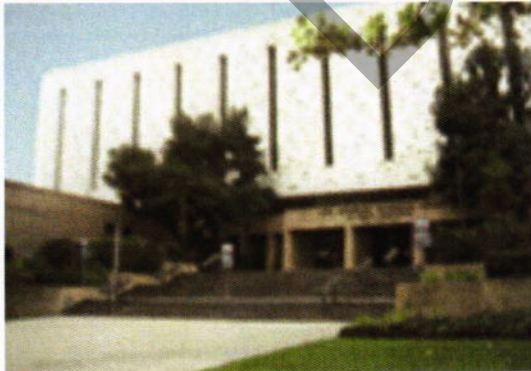
• Courtroom Security .....	15
• Perimeter Security .....	6
• Custody Assistant .....	0

#### Synopsis:

- Built in 1978.
- 3 floors above ground, plus basement.
- Criminal and Traffic operations.
- Scanning Station (2)
- Entrance: Monitored (1), Exit: Unmonitored (1)

#### Security Recommendations:

- Build a secure parking area for judges, court staff and jurors that provide necessary physical and visual separation from the public.
- Improve CCTV coverage of all parking areas and building perimeter.



### GLENDALE COURTHOUSE

600 East Broadway  
Glendale



#### Courtrooms

6

• Family Law .....	0
• Criminal .....	3
• Juvenile .....	0
• Traffic .....	1
• Civil .....	2

#### Detention Facilities

• Inmate Capacity .....	46
• Holding Cell .....	6
• Attorney/Interview Room .....	0

#### Number of Sheriff's Personnel

• Courtroom Security .....	10
• Perimeter Security .....	3
• Custody Assistant .....	0

#### Synopsis:

- Built in 1966.
- 2 floors above ground, plus basement.
- Criminal, Civil and Traffic Operations.
- Scanning Station (1)
- Entrance: Monitored(1), Exit: Unmonitored(0)

#### Security Recommendations:

- Install CCTV cameras to inmate movement areas throughout the building.

## LAW ENFORCEMENT SECURITY PLAN

### HOLLYWOOD COURTHOUSE

5925 Hollywood Boulevard

Hollywood

(Re-opened 10/21/2019)

<b>Courtrooms</b>	<b>4</b>
• Competency Hearings .....	1
• Conservatorship Hearings .....	2
• SVP and Writ Hearings .....	1

#### Detention Facilities

• Inmate Capacity	54
• Holding Cells	25
• Attorney/Interview Room	15

#### Number of Sheriff's Personnel

• Courtroom Security .....	17
• Perimeter Security .....	6
• Custody Assistant .....	0

#### Synopsis:

- Built in 1986.
- 2 floors above ground.
- No Civil operations.
- Scanning Station (2)
- Entrance: Monitored (2), Exit: Unmonitored (0)

#### Security Recommendations:

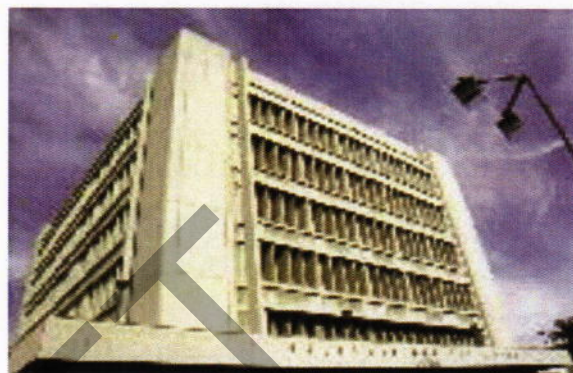
- Install CCTV to monitor parking for jurors and employees.



### INGLEWOOD COURTHOUSE

1 Regent Street

Inglewood



<b>Courtrooms</b>	<b>9</b>
• Family Law	0
• Criminal	7
• Traffic .....	1
• Civil .....	1

#### Detention Facilities

• Inmate Capacity	150
• Holding Cell	13
• Attorney/Interview Room	5

#### Number of Sheriff's Personnel

• Courtroom Security .....	20.2
• Perimeter Security .....	8
• Custody Assistant .....	0

#### Synopsis:

- Built in 1979.
- 6 floors above ground, plus basement.
- Criminal, Civil and Traffic operations.
- Scanning Station (1)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- Install card readers to control pedestrian access to the judges' parking area
- Increase the exterior perimeter lighting.
- Update entire CCTV camera at Regent St. parking structure exit.
- Install CCTV camera to monitor Sherri's Vehicle parking area.
- Install CCTV to monitor all exterior perimeter doors.



## LAW ENFORCEMENT SECURITY PLAN

### INGLEWOOD JUVENILE COURTHOUSE

110 East Regent Street  
Inglewood

#### Courtrooms

3

- Family Law ..... 0
- Criminal ..... 0
- Juvenile Delinquency ..... 3
- Traffic ..... 0
- Civil ..... 0

#### Detention Facilities

- Inmate Capacity ..... 0

#### Number of Sheriff's Personnel

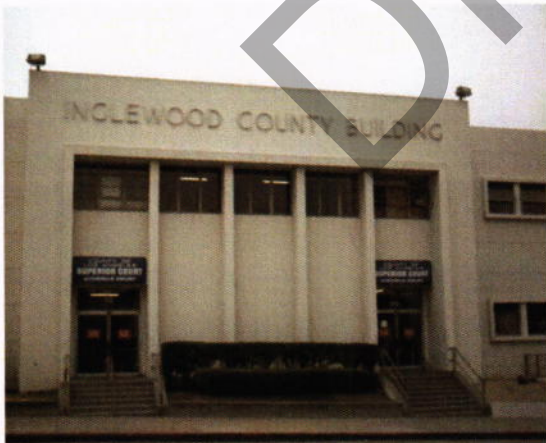
- Courtroom Security ..... 4.8
- Perimeter Security ..... 3
- Custody Assistant ..... 0

#### Synopsis:

- Built in 1929.
- 2 floors above ground.
- Juvenile, Delinquency operations.

#### Security Recommendations:

- Install CCTV cameras to monitor all perimeter doors.
- Secure the stairwell on the ground floor that provides roof access.



### ALFRED J. McCOURTNEY JUVENILE JUSTICE CENTER (LANCASTER COURTHOUSE)

1040 West Avenue J  
Lancaster



#### Courtrooms

3

- Family Law ..... 0
- Criminal ..... 0
- Juvenile Dependency ..... 3
- Juvenile Delinquency ..... 0
- Civil ..... 0

#### Detention Facilities

- Inmate Capacity ..... 44
- Holding Cell ..... 3
- Attorney/Interview Room ..... 3

#### Number of Sheriff's Personnel

- Courtroom Security ..... 8
- Perimeter Security ..... 4
- Custody Assistant ..... 0

#### Synopsis:

- Built in 1968.
- 2 floors above ground.
- Juvenile Dependency operations.
- Scanning Station ( 1 )
- Entrance: Monitored (1), Exit: Unmonitored (1)

#### Security Recommendations:

- Install card readers for staff-only entry doors.
- Update key card reader system and master key pad to facility.
- Install master key control for front public entry door adjacent to weapons screening.

## LAW ENFORCEMENT SECURITY PLAN

### GOVERNOR GEORGE DEUKMEJIAN COURTHOUSE 275 Magnolia Avenue Long Beach

<b>Courtrooms</b>	<b>29</b>
• Family Law .....	4
• Criminal .....	17
• Juvenile .....	2
• Traffic .....	1
• Civil .....	5

#### Detention Facilities

• Inmate Capacity	773
• Holding Cell	159
• Attorney/Interview Room	45

#### Number of Sheriff's Personnel

• Courtroom Security .....	52
• Perimeter Security .....	13
• Custody Assistant .....	3

#### Synopsis:

- Built in 2013.
- 5 floors above ground, plus basement.
- Criminal, Civil, Family, Juvenile and Traffic operations.
- Managed by JCI & CBRE through the Long Beach Judicial Partners and Superior Court.
- Scanning Station (4)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- None.



### METROPOLITAN COURTHOUSE 1945 South Hill Street Los Angeles



<b>Courtrooms</b>	<b>13</b>
• Family Law .....	0
• Criminal .....	8
• Juvenile .....	0
• Traffic .....	5
• Civil .....	0

#### Detention Facilities

• Inmate Capacity	250
• Holding Cell	25
• Attorney/Interview Room	3

#### Number of Sheriff's Personnel

• Courtroom Security .....	39
• Perimeter Security .....	17.9
• Custody Assistant .....	2

#### Synopsis:

- Built in 1973.
- 10 floors above ground, plus basement.
- Criminal and Traffic operations.
- Scanning Station (2)
- Entrance: Monitored (2), Exit: Unmonitored (0)

#### Security Recommendations:

- None



## LAW ENFORCEMENT SECURITY PLAN

### NORWALK COURTHOUSE

12720 Norwalk Boulevard  
Norwalk

#### Courtrooms 15

• Family Law .....	0
• Criminal .....	10
• Juvenile .....	0
• Traffic .....	0
• Civil .....	5

#### Detention Facilities

• Inmate Capacity	221
• Holding Cell	9
• Attorney/ Interview Room	3

#### Number of Sheriff's Personnel

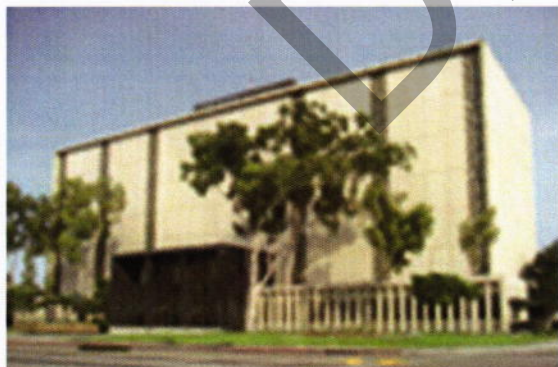
• Courtroom Security .....	34
• Perimeter Security .....	6
• Custody Assistant .....	0

#### Synopsis:

- Built in 1969.
- 7 floors above ground, plus basement.
- Criminal and Civil operations.
- Scanning Station ( 1)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- None.



### PASADENA COURTHOUSE

300 East Walnut Avenue  
Pasadena



#### Courtrooms 16

• Family Law .....	2
• Criminal .....	10
• Juvenile .....	0
• Traffic .....	1
• Civil .....	3

#### Detention Facilities

• Inmate Capacity	203
• Holding Cell	12
• Attorney/Interview Room	5

#### Number of Sheriff's Personnel

• Courtroom Security .....	29
• Perimeter Security .....	8
• Custody Assistant .....	1

#### Synopsis:

- The two story wing was built in 1955; the six story section in 1972.
- Criminal, Civil, Family and Traffic operations.
- Scanning Station (2)
- Entrance: Monitored(2), Exit: Unmonitored (0)

#### Security Recommendations:

- Install CCTV at front perimeter of the building and inside each of the lock-up cells.
- Install new security system to alarm at each of the exit doors.
- Install additional detention cells to accommodate "Special Handle" inmates.

## LAW ENFORCEMENT SECURITY PLAN

### POMONA-NORTH COURTHOUSE

350 West Mission Boulevard  
Pomona

### POMONA-SOUTH COURTHOUSE

400 Civic Center Plaza  
Pomona

\*All Courtrooms closed

<b>Courtrooms</b>	<b>0</b>	
• Family Law .....	0	
• Criminal .....	0	
• Juvenile .....	0	
• Traffic .....	0	
• Civil .....	0	

#### Detention Facilities

• Inmate Capacity .....	81
• Holding Cell .....	7
• Attorney/Interview Room .....	2

#### Number of Sheriff's Personnel

• Courtroom Security .....	5
• Perimeter Security .....	0
• Custody Assistant .....	1

#### Synopsis:

- Built in 1955.
- 2 floors above ground, plus basement.
- Used as overflow for Pomona South's Lock up.

#### Security Recommendations:

- Improve exterior perimeter lighting.



<b>Courtrooms</b>	<b>19</b>	
• Family Law .....	4	
• Criminal .....	10	
• Juvenile .....	2	
• Traffic .....	0	
• Civil .....	3	

#### Detention Facilities

• Inmate Capacity .....	155
• Holding Cell .....	12
• Attorney/Interview Room .....	5

#### Number of Sheriff's Personnel

• Courtroom Security .....	28
• Perimeter Security .....	8
• Custody Assistant .....	0

#### Synopsis:

- Built in 1965.
- 7 floors above ground, plus basement.
- No Civil operations.
- Scanning Station (3)
- Entrance: Monitored (3), Exit: Unmonitored (0)

#### Security Recommendations:

- Improve exterior perimeter lighting.



## LAW ENFORCEMENT SECURITY PLAN

### SAN FERNANDO COURTHOUSE

900 Third Street  
San Fernando

<b>Courtrooms</b>	<b>15</b>	
• Family Law .....	0	
• Criminal .....	15	
• Juvenile .....	0	
• Traffic .....	0	
• Civil .....	0	

#### Detention Facilities

• Inmate Capacity	429
• Holding Cell	29
• Attorney/ Interview Room	12

#### Number of Sheriff's Personnel

• Courtroom Security .....	39
• Perimeter Security .....	4
• Custody Assistant .....	1

#### Synopsis:

- Built in 1982
- 4 floors above ground, plus basement.
- Criminal operations.
- Scanning station (1)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- Improve the lighting in the judges' and employee



parking area.

### SANTA CLARITA COURTHOUSE

23747 West Valencia Boulevard  
Valencia



<b>Courtrooms</b>	<b>3</b>	
• Family Law .....	0	
• Criminal .....	3	
• Juvenile .....	0	
• Traffic .....	0	
• Civil .....	0	

#### Detention Facilities

• Inmate Capacity	34
• Holding Cell	2
• Attorney/ Interview Room	2

#### Number of Sheriff's Personnel

• Courtroom Security .....	12
• Perimeter Security .....	3
• Custody Assistant .....	0

#### Synopsis:

- Built in 1971
- 1 floor above ground.
- Criminal operations.
- Scanning station (1)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- Install duress alarm buttons inside all judges' chambers.



## LAW ENFORCEMENT SECURITY PLAN

### SANTA MONICA COURTHOUSE

1725 Main Street  
Santa Monica

<b>Courtrooms</b>	<b>16</b>	
• Family Law .....	1	
• Criminal .....	0	
• Juvenile .....	0	
• Traffic .....	2	
• Civil .....	13	

#### Detention Facilities

• Inmate Capacity .....	0
• Lockup Closed July 2004	

#### Number of Sheriff's Personnel

• Courtroom Security .....	10
• Perimeter Security .....	5
• Custody Assistant .....	0

#### Synopsis:

- Built in 1957.
- 3 floors above ground, plus basement.
- Civil, Family and Traffic operations.
- Scanning Station (1)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- Improve the exterior perimeter lighting.
- Replace chain link enclosure around the judges' parking area with a masonry wall.



### STANLEY MOSK COURTHOUSE

110 North Grand Avenue  
Los Angeles



<b>Courtrooms</b>	<b>108</b>	
• Family Law .....	31	
• Criminal .....	0	
• Juvenile .....	0	
• Traffic .....	0	
• Civil .....	66	
• Probate .....	11	

#### Detention Facilities

• Inmate Capacity .....	0
• Lockup closed November 2002	

#### Number of Sheriff's Personnel

• Courtroom Security .....	51
• Perimeter Security .....	33.40
• Custody Assistant .....	0

#### Synopsis:

- Built in 1940.
- 9 floors above ground.
- Civil operations.
- Scanning Station (6)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- Increase the exterior perimeter lighting.
- Install a barrier adjacent to the ledge of the ninth floor balcony to prohibit public access.

## LAW ENFORCEMENT SECURITY PLAN

### SYLMAR JUVENILE COURTHOUSE

16350 Filbert Street  
Sylmar

<b>Courtrooms</b>	<b>2</b>	
• Family Law .....		0
• Criminal .....		0
• Juvenile .....		2
• Traffic .....		0
• Civil .....		0

#### Detention Facilities

• Inmate Capacity	12
• Holding Cell	2
• Attorney/Interview Room	0

#### Number of Sheriff's Personnel

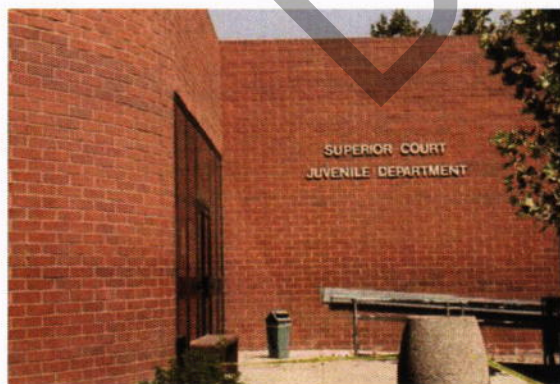
• Courtroom Security .....	6
• Perimeter Security .....	3
• Custody Assistant .....	0

#### Synopsis:

- Built in 1978.
- 1 floor above ground.
- Juvenile operations.
- Scanning Station (1)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- Install CCTV in Public Defenders Lobby & 2<sup>nd</sup> Lockup cell.
- Install Cuffing Port on 2<sup>nd</sup> Lockup cell door.



### TORRANCE COURTHOUSE

825 Maple Avenue  
Torrance



<b>Courtrooms</b>	<b>17</b>	
• Family Law .....		2
• Criminal .....		10
• Juvenile .....		0
• Traffic .....		1
• Civil .....		4

#### Detention Facilities

• Inmate Capacity	190
• Holding Cell	8
• Attorney/ Interview Room	4

#### Number of Sheriff's Personnel

• Courtroom Security .....	28
• Perimeter Security .....	7
• Custody Assistant .....	1

#### Synopsis:

- Built in 1968.
- 5 floors above ground, plus basement and two out buildings.
- Criminal, Civil, Family and Traffic operations.
- Scanning Station (2)
- Entrance: Monitored (2+1), Exit: Unmonitored (0)

#### Security Recommendations:

- Secured parking for staff.
- Increase the exterior perimeter lighting.



## LAW ENFORCEMENT SECURITY PLAN

### VAN NUYS-EAST COURTHOUSE

14400 Erwin Street Mall  
Van Nuys

<b>Courtrooms</b>	<b>17</b>
• Family Law .....	3
• Criminal .....	0
• Juvenile .....	0
• Traffic .....	0
• Civil .....	12

#### Detention Facilities

• Inmate Capacity	0
• Holding Cell	0
• Attorney/Interview Room	0

#### Number of Sheriff's Personnel

• Courtroom Security .....	14
• Perimeter Security .....	7
• Custody Assistant .....	0

#### Synopsis:

- Built in 1965
- 7 floors above ground, plus basement.
- Criminal and Family operations.
- Scanning Station (1)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- Install CCTV to monitor the weapons screening site.
- Install CCTV to monitor Judges' path to travel and from courthouse.
- Relocate courtroom gun lockers from inside lockup to courtroom.
- Pave and fence South dirt lot.
- Repair front lobby.
- Install CCTV for perimeter of courthouse
- Install Ai-phone system in all Judges's chambers.



### VAN NUYS-WEST COURTHOUSE

14400 Erwin Street Mall  
Van Nuys



<b>Courtrooms</b>	<b>19</b>
• Family Law .....	0
• Criminal .....	17
• Juvenile .....	0
• Traffic .....	2
• Civil .....	0

#### Detention Facilities

• Inmate Capacity	499
• Holding Cell	42
• Attorney/Interview Room	31

#### Number of Sheriff's Personnel

• Courtroom Security .....	51
• Perimeter Security .....	9
• Custody Assistant .....	2

#### Synopsis:

- Built in 1989.
- 9 floors above ground, plus basement.
- Criminal and Traffic operations.
- Scanning Station (2)
- Entrance: Monitored (1), Exit: Unmonitored (0)

#### Security Recommendations:

- Install CCTV in secured parking at all exterior doors, in public elevators and additional CCTV in lockup.



## LAW ENFORCEMENT SECURITY PLAN

### WEST COVINA COURTHOUSE

1427 West Covina Parkway  
West Covina

<b>Courtrooms</b>	<b>10</b>
• Family Law .....	0
• Criminal .....	8
• Juvenile .....	0
• Traffic .....	1
• Civil .....	1r

#### Detention Facilities

• Inmate Capacity	133
• Holding Cell	8
• Attorney/Interview Room	2

#### Number of Sheriff's Personnel

• Courtroom Security .....	21
• Perimeter Security .....	8
• Custody Assistant .....	1

#### Synopsis:

- Built in 1959
- 1 floor above ground, plus basement.
- Criminal, Traffic and Civil operations.
- Scanning Station (2)
- Entrance: Monitored(2), Exit: Unmonitored (0)

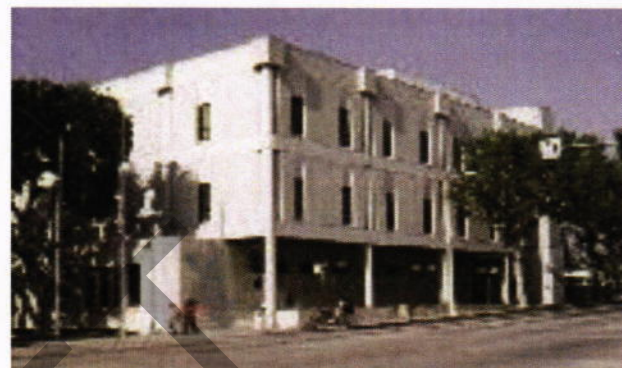
#### Security Recommendations:

- Install CCTV to monitor Judges' parking area and all exterior perimeter doors.
- Construct a secure enclosure around deputy work station in the main lockup.



### WHITTIER COURTHOUSE

(Re-opened 05/28/18)  
7339 South Painter Avenue  
Whittier



<b>Courtrooms</b>	<b>6</b>
• Family Law .....	6
• Criminal .....	0
• Juvenile .....	0
• Traffic .....	0
• Civil .....	0

#### Detention Facilities

• Inmate Capacity	160
• Holding Cell	5
• Attorney/Interview Room	3

#### Number of Sheriff's Personnel

• Courtroom Security .....	14
• Perimeter Security .....	3
• Custody Assistant .....	0

#### Synopsis:

- Built in 1970.
- 3 floors above ground, plus basement.
- Civil operations.
- Scanning Station (1)
- Entrance: Monitored(1), Exit: Unmonitored (3)

#### Security Recommendations:

- Construct a secure enclosure around judges' parking area.
- Install CCTV to monitor exterior perimeter and interior public areas.
- Install dead bolt locks on inmate interview rooms.

## LAW ENFORCEMENT SECURITY PLAN

### SPRING SREET COURTHOUSE

312 North Spring Steet  
Los Angeles

#### *Courtrooms* 31

- Civil ..... 31

#### *Detention Facilities*

- Inmate Capacity .....0

#### *Number of Sheriff's Personnel*

- None
- Security are provided by Federal Protective Services (FPS)

#### *Synopsis:*

- Built in 1937~ 1940
- Civil operations.

#### *Security Recommendations:*

- None





# LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

## BUREAU OF ADMINISTRATIVE SERVICES

GEORGE GASCÓN • District Attorney  
SHARON L. WOO • Chief Deputy District Attorney  
DORINNE JORDAN • Chief Administrative Officer

TONY SERENO • Director

November 16, 2021

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:

**AUTHORIZE THE COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS AND TO ACCEPT FEDERAL FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES THROUGH VICTIMS OF CRIME ACT FOR THE COUNTY VICTIM SERVICES (XC) PROGRAM FOR THE GRANT PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022; DELEGATE AUTHORITY TO ENTER INTO, AND APPROVE OF, SUBRECIPIENT AGREEMENTS WITH COMMUNITY-BASED ORGANIZATIONS FOR THE PROVISION OF VICTIM SERVICES WITHIN THE COUNTY; APPROVE OF THE UTILIZATION OF XC GRANT FUNDS TO CONTINUE MAINTENANCE OF A UNIFIED SYSTEM FOR THE COLLECTION AND DISTRIBUTION OF COURT-ORDERED VICTIM RESTITUTION; AND APPROVE AN APPROPRIATION ADJUSTMENT FOR FY 2021-22.  
(ALL DISTRICTS) (4-VOTES)**

### **SUBJECT**

This Board Letter requests authority for the County of Los Angeles District Attorney's Office to complete the grant application process and accept grant funds totaling \$2,356,310 from the U.S. Department of Justice through California Governor's Office of Emergency Services (Cal OES) for State and federal funding of Victims of Crime Act (VOCA) for the County Victim Services Program (XC Grant) for the grant performance period of January 1, 2022 to December 31, 2022. Completion of the application process and acceptance of the grant funds is contingent upon the submission of the attached Certification of Assurance of Compliance Form. Therefore, the District Attorney requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor. In addition, approval of the attached appropriation adjustment for FY 2021-22 is requested to align the District Attorney's budget with the grant award.

211 West Temple Street  
Suite 200  
Los Angeles, CA 90012  
(213) 257-2751



A Victim Services Steering Committee (VSSC) determined that \$2,072,393 of the available funds should be distributed by the District Attorney's Office directly to community-based organizations providing victim services in Los Angeles County to help eliminate unmet needs and gaps in services. County agencies also will utilize \$46,480 in XC Grant funds for the maintenance of the Los Angeles County's Restitution Information System (LACRIS) for the collection and distribution of court-ordered victim restitution. The remaining \$237,437 will be used to fund salaries and employee benefits for two District Attorney personnel to oversee the grant program. Any unused funding may be reallocated in a manner to be determined by the VSSC.

Distribution of grant funds to community-based organizations requires delegated authority to enter into, and approval of, subrecipient contracts. The proposed subrecipient contracts with 24 community-based organizations within the County are with the only organizations that are authorized by state statute (for the Domestic Violence Shelters and Rape Crisis Centers) and by the Superior Court of Los Angeles County (for CASA), to perform proposed victim services. Furthermore, because the District Attorney will act as the fiscal agent for the XC Grant, an appropriation adjustment for FY 2021-2022 is required.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to complete the grant application process and accept grant funds from the U.S. Department of Justice through Cal OES for State funds, 21VCGF, in the amount of \$835,466 and federal funds of VOCA Formula Grant Program 2019-V2-GX-0053 and 2020-V2-GX-0031 with Assistance Listing (AL) number 16.575, Subaward number XC21 04 0190, in the amount of \$1,520,844, totaling \$2,356,310, to be fully expended between January 1, 2022 to December 31, 2022. Cal OES shall waive \$293,318 of VOCA19 and \$86,894 of VOCA20 Match requirement for this grant. The total cost of the XC Grant program is \$2,356,310.
2. Delegate authority to the DA or designee to prepare and execute contracts with the 24 community-based organizations, chosen by the VSSC and approved for funding by Cal OES, for the distribution of XC Grant funds to enhance victim services in the County. Total contract amount shall not exceed \$2,356,310 and shall be fully funded by XC Grant funds. There is no Net County Cost for these contracts.
3. Delegate authority to the DA or designee to execute change notices to the contracts referenced above that authorize modifications to or within budget categories within each budget, and corresponding service adjustments; allow for the rollover of unspent funds and/or redirection of funds; and/or corrections of errors in the contracts' terms and conditions.
4. To align the FY 2021-22 budget with the new grant funding, approval of an appropriation adjustment is requested to increase the Department's FY 2021-22

Final Adopted XC Grant budget in the amount of \$1,126,000. This amount represents the difference between the pro-rated FY 2021-22 grant award of \$2,561,000 and the \$1,435,000 which was included in the District Attorney's FY 2021-22 Adopted Budget.

5. Request the Chair of the Board of Supervisors to sign and affix a wet (original) signature to the attached Certification of Assurance of Compliance form required to complete the grant application.
6. Delegate authority to the District Attorney or designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no Net County Cost impact to the County.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The purpose of the recommended actions is to continue the County's commitment to assist victims of crime in rebuilding their lives and recovering from trauma through collaborative partnerships between County agencies and community-based organizations.

On June 01, 2021, Cal OES released a Request for Application (RFA) for the XC Grant for the period January 1, 2022 through December 31, 2022. As part of the application process, applicants are required to complete a Certification of Assurance of Compliance form, which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program (EEOP), Drug Free Workplace Compliance, California Environmental Quality Act (CEQA), Lobbying, Debarment and Suspension requirements, Civil rights Compliance, and Proof of Authority from City Council/Governing Board.

The purpose of the XC Grant is to provide one-time, State and Federal funding to 59 counties in California, and the City of Los Angeles to fill gaps and unmet needs in local victim services. While in the past, Cal OES has provided grant funds directly to community-based providers of victim services, this grant specifically required the funds to first go to the grantee governmental entity and then distributed to the approved victim service providers. A multi-disciplinary VSSC required under the grant was established to identify the current gaps in service and unmet needs and then to develop a plan that would best utilize the XC Grant funds.

On August 03, 2021, the VSSC convened with representatives of the District Attorney's Office, Sheriff's Department, Department of Mental Health, Probation Department, Department of Children and Family Services – Child Protective Services, Courts, Department of Workforce Development, Aging and Community Services (WDACS) - Adult Protective Services (APS), Pomona Police Department and community-based organizations. This group identified four gaps in service and unmet needs that are suitable for funding with the XC Grant:

1. Shelter Based Services for Domestic Violence Victims;
2. Services for Sexual Assault Victims;
3. Special Advocacy for Child Abuse Victims; and
4. Unified System for Local Collection of Direct Victim Restitution.

The first three unmet needs and gaps in service that were chosen by the VSSC to receive funding require the redistribution of XC Grant funds to community-based organizations.

The VSSC determined that Domestic Violence Shelters in Los Angeles County, as defined by Welfare and Institutions Code section 18290 et. seq., that also receive direct funding by Cal OES, were underfunded and that distribution of XC Grant funds to these Domestic Violence Shelters would improve services. There are sixteen (16) Domestic Violence Shelters in Los Angeles County that fit this statutory definition. Cal OES, as the granting agency, has approved distribution of grant funds to these Domestic Violence Shelters. The amount of XC Grant funding to be distributed to these Domestic Violence Shelters is \$1,152,000.

The VSSC determined that Rape Crisis Centers, as defined by Penal Code section 13837, were underfunded and that distribution of XC Grant funds to these Rape Crisis Centers would improve services. There are seven (7) Rape Crisis Centers in Los Angeles County that fit this statutory definition. Cal OES, as the granting agency, has approved distribution of grant funds to these Rape Crisis Centers. The amount of XC Grant funding to be distributed to these Rape Crisis Centers is \$651,000.

The VSSC determined that Court Appointed Special Advocates for Children Los Angeles (CASA) was underfunded and that distribution of XC Grant funds to CASA would improve special advocacy services for child abuse victims. CASA's mission is to mobilize community volunteers to advocate for abused and neglected children. CASA is the only organization approved by the Superior Court of Los Angeles to provide in-court child advocates. CASA shall receive, as a subrecipient, \$269,393 in XC Grant funding.

Community-based victim service providers will receive, as subrecipients, \$2,072,393 in XC Grant funds. The DA is fully prepared to monitor all aspects of the proposed contracts in accordance with the standards set by Cal OES and the Audit Division of the Auditor Controller's Office.

The District Attorney's Office will utilize \$237,437 in XC Grant funding to fund salaries and employee benefits for two (2) personnel to oversee the grant program with the 24 community-based organizations and Cal OES. If the District Attorney's Office is unable to use all of the funding, the unused portion will be reallocated in a manner to be determined by the VSSC.



The remaining \$46,480 will be utilized by County agencies to maintain the Los Angeles County's Restitution Information System (LACRIS), a unified system for the collection and distribution of court ordered direct victim restitution in Los Angeles County.

The California Constitution guarantees victims the right to restitution. Historically, those convicted of felony offenses were either placed on probation under the supervision of the Probation Department or sentenced to State Prison. Collection of court-ordered victim restitution was overseen by either the Probation Department, for those on probation, or the California Department of Corrections and Rehabilitation, for those sentenced to state prison. With the passage of AB 109, many felons who were formerly housed in state prison began serving state prison sentences in County Jail. The passage of SB 1054 in 2016, and the Board action of September 15, 2015, allows the Sheriff's Department to collect court-ordered victim restitution from inmates serving a prison term in the County Jail. LACRIS will benefit victims, as they will be more likely to receive the restitution to which they are constitutionally entitled. LACRIS will also provide a more accurate accounting of the amounts collected and distributed, thus benefitting the defendants who owe the restitution.

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

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time; and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

### **FISCAL IMPACT/FINANCING**

The District Attorney's application requests grant funding in the amount of \$2,356,310 and an option for a match waiver up to 100 percent which would reduce the required match to \$0, for a total program cost of \$2,356,310 to be expended by December 31, 2022. The sixteen (16) Domestic Violence Shelters will each receive \$72,000 in XC Grant funding. The amount of XC Grant funding to be distributed to these Domestic Violence Shelters is \$1,152,000. The seven (7) Rape Crisis Centers will each receive \$93,000 in XC Grant funding. The amount of XC Grant funding to be distributed to these Rape Crisis Centers is \$651,000. The Court Appointed Special Advocates for Children for Los Angeles (CASA) will receive \$269,393.

The VSSC has allocated \$46,480 of the XC Grant to fund the maintenance of LACRIS. Funding for LACRIS will be available through Departmental Service Order (DSO) reimbursements. The District Attorney will work with County partners to establish procedures for the required submission of invoices and progress reports, as well as the transfer of funds via DSO.

The DA's office will receive \$237,437 in XC Grant funding for Salaries and Employee Benefits of two (2) personnel to oversee the grant program and monitor the contracts with the 24 community-based organizations.

To align the FY 2021-22 budget with the new grant funding, approval of an appropriation adjustment is requested to increase the Department's FY 2021-22 Final Adopted XC Grant budget in the amount of \$1,126,000. This amount represents the difference between the pro-rated FY 2021-22 grant award of \$2,561,000 and the \$1,435,000 which was included in the District Attorney's FY 2021-22 Adopted Budget.

Prior to the commencement of any activity under the XC Grant, each subrecipient agency, whether a community-based organization or a County Department, will enter into an agreement with the District Attorney setting forth the program requirements, including the specific VOCA match requirements. No reimbursement to any subrecipient will be made unless the expenditures and match have first been approved by Cal OES.

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

Cal OES has historically provided grant funding directly to victim service providers. For purposes of the XC Grant, however, Cal OES has determined that the selection of recipients and distribution of grant funds should be accomplished at the local level. The District Attorney, as chosen by the VSSC, will administer this grant for Los Angeles County.

The 24 community-based organizations selected by the VSSC and approved for funding by Cal OES are the only organizations within the County that meet the criteria set forth by the VSSC and perform these essential victim services. These 24 community-based organizations are also the only organizations within the County that are authorized, by state statute (for the Domestic Violence Shelters and Rape Crisis Centers) and by the Superior Court of Los Angeles County (for CASA), to perform these victim services. For the distribution of these grant funds in accordance with the VSSC plan, as mandated by Cal OES under the terms of the grant, subrecipient contracts are necessary and appropriate.

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

This program does not propose attorney staff augmentation. Therefore, the District Attorney is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

### **CONCLUSION**

Each year, tens of thousands of people will become victims of violent crimes. For these victims, and the thousands of others who are the victims of lesser crimes, the physical damage, psychological trauma, and financial setbacks of the crime can shatter lives.

The County and community-based organizations that provide victim services have a long history of collaboration to ensure that victims of crime are provided services. The XC Grant provides a welcome opportunity to fill gaps in the current provision of victim services by distributing funds to established community-based organizations providing victim assistance to some of the most vulnerable victims – abused children and victims of domestic violence and sexual assault. The XC Grant will also allow the County to continue maintenance of the unified system for the collection and distribution of court-ordered victim restitution. The LACRIS will expand the number of victims served with a more effective and equitable system for the collection and distribution of court-ordered victim restitution, improving the chances that victims will receive the financial compensation to which they are entitled.

Following Board approval, it is requested that the Executive Officer, Board of Supervisors return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with wet (original) signatures, to Mr. Lam Tran of the District Attorney's Office, Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205

Any questions may be directed to Mr. Tran at (213) 257-2806, or at [lamtran@da.lacounty.gov](mailto:lamtran@da.lacounty.gov).

Respectfully submitted,

GEORGE GASCÓN  
District Attorney

It

Attachments

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel  
Auditor Controller



**Los Angeles County Chief Executive Office**  
**Grant Management Statement for Grants \$100,000 or More**

<b>Department</b>	<b>DISTRICT ATTORNEY'S OFFICE</b>
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<b>Grant Project Title and Description</b>	<b>COUNTY VICTIM SERVICES (XC) PROGRAM</b>
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CalOES has provided one-time (January 1, 2022 through December 31, 2022) VOCA funding through an XC Grant to fill gaps in the County's provision of victim services. A Victim Services Steering Committee, chaired by the District Attorney's Office, has approved the use of the funding to be distributed to 24 community-based organizations to improve and increase services to domestic violence victims, victims of rape and sexual assault, and child victims in Dependency Court. To aid victims in the recovery of court-ordered direct restitution, the District Attorney, Probation, the Sheriff's Department, Treasurer Tax-Collector and ISAB will maintain the Los Angeles County's Restitution Information System (LACRIS), a unified system for the collection and disbursement of court-ordered direct victim restitution.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CalOES)	PENAL CODE SECTION 13835 et seq.	N/A

<b>Total Amount of Grant Funding</b>	<b>\$2,356,310</b>	<b>County Match</b>	<b>\$0</b>
<b>Grant Period</b>	<b>Begin Date: January 1, 2022</b>	<b>End Date: December 31, 2022</b>	
<b>Number of Personnel Hired Under This Grant</b>	<b>Full Time: 2</b>	<b>Part Time: 0</b>	

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	___
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	___
Is the County obligated to continue this program after the grant expires?	Yes	___	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	___	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	___	No	<u>X</u>
_____				
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	___

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

**Department Head Signature**

GEORGE GASCÓN

**Date**

10-7-21



## **Grant Subaward Certification of Assurance of Compliance**

### Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that Subrecipients will comply with the following regulations and restrictions:

- State and federal civil rights laws,
- Drug-Free Workplace,
- California Environmental Quality Act,
- Lobbying restrictions,
- Debarment and Suspension requirements,
- Proof of Authority documentation from the city council/governing board, and
- Federal grant fund requirements.

The Applicant is required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES (see Subrecipient Handbook (SRH) Section 1.005 and Section IV. of this form).

**The Official Designee (see SRH Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form.** For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), with a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name, and/or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the federal program Special Conditions change after the approval of the Grant Subaward.



**Grant Subaward Certification of Assurance of Compliance**  
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Grant Subaward #: \_\_\_\_\_

Subrecipient: \_\_\_\_\_

I, \_\_\_\_\_ (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

**I. Federal Grant Funds – SRH Sections 14.005**

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure a single audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to allocate federal funds for the audit costs.

- ☐ Subrecipient expends \$750,000 or more in federal funds annually.
- ☐ Subrecipient does not expend \$750,000 or more in federal funds annually

**II. Equal Employment Opportunity – SRH Section 2.025**

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requested or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law.

**Subrecipients certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.**

EEO Officer: \_\_\_\_\_

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

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

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

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



**III. Drug-Free Workplace Act of 1990 – SRH Section 2.030**

The State of California requires that every person or organization receiving a Grant Subaward or contract shall certify it will provide a drug-free workplace.

**IV. California Environmental Quality Act (CEQA) – SRH Section 2.035**

The California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.) requires all Cal OES-funded Subrecipients to certify compliance with CEQA. Subrecipients must certify they have completed, and will maintain on file, the appropriate CEQA compliance documentation.

**V. Lobbying – SRH Sections 2.040 and 4.105**

Grant Subaward funds, property, and funded positions must not be used for any lobbying activities. This includes, but is not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

**VI. Debarment and Suspension – SRH Section 2.045**

Subrecipients receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. The Subrecipient certifies that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

The Subrecipient certifies that it will not make any Second-Tier Subaward, or enter into any contract greater than \$25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

**VII. Proof of Authority from City Council/Governing Board – SRH Section 1.055**

Subrecipients accept responsibility for and must comply with the requirement to obtain a signed resolution from governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the Subrecipient. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also

agreed that Grant Subaward funds received from Cal OES shall not be used to supplant expenditures controlled by the governing board.

Subrecipients are required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. The Applicant is also required to maintain said written authorization on file and make readily available upon demand.

## **VIII. Civil Rights Compliance – SRH Section 2.020**

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

## **IX. Federal Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Special Conditions**

### **1. Applicability of Part 200 Uniform Requirements**

The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and Subawards ("Subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subrecipient must provide access, include performance measurement information, in addition to

the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Requirements related to System for Award Management and Universal Identifier Requirements

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on Second-Tier Subawards, including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity



identifier required for SAM registration.

The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020, are set out at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

7. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or

contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:
- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt

and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000 (for 2018 federal award) or \$250,000 (for 2019 & 2020 federal awards)

The Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (\$150,000 [for 2018 federal award] currently, \$250,000 [for 2019 & 2020 federal awards]). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a Subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000 [for 2018 federal award] and exceed \$250,000 [for 2019 & 2020 federal



award]], and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. VOCA Requirements

The Subrecipient must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

16. Demographic Data

The Subrecipient must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

17. Performance Reports

The Subrecipient must submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

18. Access to Records

The Subrecipient must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

19. All Subawards ("Subgrants") must have specific federal authorization

The Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All Subawards ("Subgrants") must have specific federal authorization), and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

a. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable

requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

b. Monitoring

The Subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

- 1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient or - Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Determination of suitability to interact with participating minors

This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient must comply with all applicable requirements of 28

C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

24. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient must comply with all applicable requirements of 28

C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to

Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi->



bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

25. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Subgrant Award Report (SAR)

The Subrecipient must submit a SAR to OVC for each Subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the Subrecipient. Subrecipients must submit this information through the automated system.

27. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this Grant Subaward), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.


28. Additional DOJ Awarding Agency Requirements (2018, 2019, & 2020)

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

29. Hiring Documents

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the fund.

**All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.**

<b>CERTIFICATION</b>	
<p>I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.</p>	
Official Designee's Signature:	
Official Designee's Typed Name:	<u>GEORGE GASCON</u>
Official Designee's Title:	<u>DISTRICT ATTORNEY</u>
Date Executed:	<u>9-27-21</u>
Federal Employer ID #:	<u>95-6000927</u>
Federal DUNS #:	<u>781310990</u>
Current System for Award Management (SAM) Expiration Date: <u>01/19/2022</u>	
Executed in the City/County of: <u>LOS ANGELES</u>	
<b>AUTHORIZED BY:</b>	
<input type="checkbox"/> City Financial Officer <input type="checkbox"/> City Manager <input checked="" type="checkbox"/> Governing Board Chair	<input type="checkbox"/> County Financial Officer <input type="checkbox"/> County Manager
Signature: _____	
Typed Name: <u>HILDA L. SOLIS</u>	
Title: <u>CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS</u>	



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DISTRICT ATTORNEY**

**AND**

**CASA OF LOS ANGELES**

**FOR**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**



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**Exhibits**

- A Statement of Work
- B County's Administration
- C Contractor's Annual Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee, and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program



**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES,  
DISTRICT ATTORNEY  
AND  
COURT APPOINTED SPECIAL ADVOCATES  
FOR  
RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

This Contract and Exhibits are made and entered into by and between the County of Los Angeles, District Attorney hereinafter referred to as "County" and CASA of Los Angeles, a California non-profit corporation hereinafter referred to as "Contractor," to receive subrecipient grant funds from the California Governor's Office of Emergency Services through the County Victim Services (XC) Program to provide Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System.

**RECITALS**

WHEREAS, the U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 21VCGF, 2019-V2-GX-0053 for VOCA19 and 2020-V2-GX-0031 for VOCA20, with Assistance Listing (AL) number 16.575, Subaward number XC21 04 0190, have provided financial assistance to the County in the amount of \$2,356,310 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2022 through December 31, 2022, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on November 16, 2021; and

WHEREAS, as required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such unmet gaps and needs; and

WHEREAS, the County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant; and

WHEREAS, Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System were identified by the VSSC, and approved by Cal OES in the XC Grant application submitted by the County, as victim service providers in need of additional funding to fill unmet needs/gaps in service; and

WHEREAS, the Contractor is a provider of Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System located in the County of Los Angeles that has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to provide such services and VOCA matching funds as more fully set forth in this Agreement and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the County and the Contractor each desires to execute this Agreement as authorized by the Board of Supervisors on November 16, 2021;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

### **Exhibits:**

- A Statement of Work
- B County's Administration
- C Contractor's Program Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Contractor's Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral,

and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 9.1 – Changes and Amendments of Terms and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

### **2.1 INTENTIONALLY OMITTED**

**2.2 CONTRACTOR:** A Proposer who has entered into a contract with the County to perform work described in the contract and Statement of Work.

**2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

**2.4 COUNTY CONTRACT ADMINISTRATOR (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.

**2.5 COUNTY CONTRACT PROGRAM MONITOR (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.

**2.6 COUNTY CONTRACT SECTION MANAGER:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.

**2.7 DAY(S):** Calendar day(s) unless otherwise specified.

**2.8 DEPARTMENT OR DISTRICT ATTORNEY:** The Los Angeles County District Attorney or her designee.

### **2.9 INTENTIONALLY OMITTED**

**2.10 FISCAL YEAR (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.11 PARTICIPANT:** A child in Dependency Court who receives services under this Contract.

### **2.12 INTENTIONALLY OMITTED**

**2.13 SERVICE PERIOD:** The time of the signing of this contract by both parties through December 31, 2022.

**2.14 INTENTIONALLY OMITTED**

**2.15 STATEMENT OF WORK (SOW):** A written description of tasks and/or deliverables to be provided by Contractor under this Contract.

**2.16 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.

**3.0 WORK**

**3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform all necessary activities involved in providing of Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System as set forth in Exhibit A, Statement of Work – Court-Appointed Volunteer Advocates, and this Contract as set forth herein.

**3.2** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

**3.3** Contractor shall initiate and complete deliverables and milestones within the applicable time frame after receipt of approval for such tasks from the County. The County and Grantor may grant extensions to the time of performance for specific deliverables or milestones at its sole discretion. Any request by Contractor to extend the time of performance for a project must be made in writing to the County. All extension requests must be approved by the County and the Grantor in writing during the term of this Agreement to be effective.

**4.0 TERM OF CONTRACT**

**4.1** This Contract is effective when both parties sign this Contract. This Contract shall expire on December 31, 2022 unless sooner terminated, in whole or in part, as provided herein.

**4.2** 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.

**4.3 INTENTIONALLY OMITTED**

**4.4** Contractor shall not charge participants any fees/cost for any services provided to the participant under this Contract.



## **5.0 CONTRACT SUM/COMPENSATION**

**5.1** The XC Program Court-Appointed Volunteer Advocates subrecipient amount is \$95,517 for 21VCGF funds, \$134,138 for VOCA19 and \$39,738 for VOCA 20 totaling \$269,393 with a required VOCA match of 20 percent of the program total -- \$43,470 with an option for a match waiver up to 100 percent which would reduce the required match to \$0 -- to be provided by the Contractor in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook ([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Agreement. The 21VCGF funds must be fully expended prior to the VOCA19 funds and the VOCA19 funds must be fully expended prior to the VOCA20 funds. The County shall not be liable for any expenses not allowed by Cal OES. Contractor shall comply with any additional requirements set by the Cal OES. The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the XC Program change, the County may change the maximum amount as set forth by amendment to this Contract.

## **5.2 INTENTIONALLY OMITTED**

**5.3** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

## **5.4 INTENTIONALLY OMITTED**

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

## **5.6 INVOICES AND PAYMENTS**

**5.6.1** Reimbursement requests must be submitted to the County on a monthly basis for expenses that were incurred in the previous month, accompanied by supporting documentation. Contractor shall invoice County no later than 15 days after the month service was rendered, using the XC Report of

Expenditures and Request for Funds, and Supporting Documents Checklist, which shall be provided to the Contractor by the County.

**5.6.2** Invoices under this Contract shall be submitted to the XC Grant Administrative Coordinator.

Contractor shall prepare, maintain, and provide to the XC Grant Administrative Coordinator, via email, the completed Report of Expenditures and Request for Funds form (signed by Contractor's Executive Director, or equivalent), along with the Supporting Documents Checklist form and all supporting documentation relating to both expenditures and the VOCA programmatic match, including, but not limited to, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement and the required VOCA programmatic match, no later than 5:00 PM on the 15<sup>th</sup> day of the subsequent month. All such supporting documentation shall satisfy applicable federal, state and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Contractor, and the County will not reimburse the Contractor for any costs incurred for such preparation.

The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.

The County will notify Contractor in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to Contractor for revision and shall be accepted by the County when such forms are accurate and complete. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

**5.6.2.1** Contractor and the County have previously completed a mutually approved Budget attached hereto as Exhibit C and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Contractor shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. It is understood that the County makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the County. The Contract may be terminated

immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

**5.6.2.2** The County shall disburse to Contractor as consideration for the services to be provided by Contractor as set forth in this Agreement its allocated Grant amount not to exceed \$269,393 to be used solely in accordance with the Budget attached as Exhibit C. Such compensation shall be used in strict accordance with the Budget attached as Exhibit C. Contractor shall provide a VOCA programmatic match in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook ([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Agreement.

**5.6.2.3** The foregoing rate represents the total compensation and reimbursement to be paid by County to Contractor for all services to be performed and costs incurred by Contractor pursuant to this Agreement.

**5.6.2.4** The disbursement shall be on a reimbursement basis only.

**5.6.2.5** Contractor must account separately for all interest income earned from the Grant Funds. In accordance with Grantor guidelines and 2 CFR Part 200, interest earned on Grant Funds must be reported and returned to the County. Contractor will maintain records of and account for any interest earned on Grant Funds. Contractor shall promptly return to the County all grant funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the grant funds allocated to Contractor is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the County.

**5.6.2.6** Any request by Contractor to modify the Budget must be made in writing and must be approved in writing by the County and the Grantor during the term of this Agreement for such modification to be approved. In addition, any modifications to the Budget will only be deemed approved if Contractor's request for the modification is submitted to County in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the County. Contractor shall not expend any Grant Funds or incur any expenses that are to be reimbursed by Grant Funds in accordance with any contemplated modification of the Budget prior to such modification being approved in accordance with the provisions of

this paragraph. Any of Contractor's expenses so incurred prior to the approval of a Budget modification, or any of Contractor's expenses incurred that are not in strict accordance with an approved modified Budget or are incurred after the Term of this Agreement, shall be disallowed for reimbursement by Grant Funds under this Agreement. The County and the Grantor shall have the right, in each of their sole discretions, to decline any Budget modification requests, including any such requests untimely made. Contractor shall not submit requests for Budget modification more than twice a year.

**5.6.2.7** The Contractor understands and agrees that it may not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County or obligate the County to make payments of any costs or expenses, unless authorized in an approved Budget.

#### **5.6.3.1 INTENTIONALLY OMITTED**

**5.6.4 COUNTY APPROVAL OF INVOICES:** All invoices submitted by Contractor must receive the written approval of County Contract Administrator.

**5.6.5 WITHHOLDING OF PAYMENT:** Payments to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate invoice. If Contractor fails to submit accurate, complete, and timely invoices, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

**5.6.5.1** The County may withhold XC Grant funds and/or disallow expenditures anytime the project fails to comply with any term or condition of the Agreement. This may include, but is not limited to, the following:

Failure to submit the required Progress Reports in a timely manner;

Failure to submit the final reports from previous projects in a timely manner;

Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;

Inadequate maintenance of accounting records;

Failure to submit proof of bond coverage in a timely manner;



Failure to cooperate with or admit Cal OES staff or representatives (e.g., Program Specialists; Unit, Section, or Branch Chiefs, Monitors, et. al.) to review program and/or fiscal records; and/or

Failure to pay costs disallowed by Cal OES according to payment terms agreed to by the Contractor and in a timely manner.

County reserves the right to unilaterally decrease funds allocated to Contractor as set forth herein in the event that the County determines, in its sole discretion, that the Contractor has failed to provide adequate and satisfactory services as required in this Agreement.

**5.6.6 DELAY OF PAYMENT:** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

## **5.7 ANNUAL FISCAL REPORT**

Contractor shall maintain its account as prescribed by the Generally Accepted Accounting Principles (GAAP). Contractor shall maintain annual Fiscal reports as prescribed by GAAP.

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

A listing of all County Administration referenced in the following Subsections are designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 COUNTY CONTRACT SECTION MANAGER (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Contractor. The CSM, or designee, is the approving authority for invoices.

### **6.2 COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**

The County's SCCA is the person assigned to:

**6.2.1** Oversee the overall management and coordination of the operations of this Contract; and

**6.2.2** Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

### **6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Contractor to contact with any questions.

**6.3.1** The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the service;
- coordinating and monitoring the work of Contractor personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Contract;
- providing direction to Contractor in the areas relating to County policy, information requirements, invoicing requirements, and procedural requirements.

**6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor. The CPM reports to the CCA.

**7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

**7.1 CONTRACTOR'S PROJECT MANAGER**

**7.1.1** Contractor's Project Manager is designated in Exhibit E. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of such change.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

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

**7.2.1** Contractor's Authorized Official(s) are designated in Exhibit E. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s) within five (5) business days of such change.

**7.2.2** Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

**7.3 INTENTIONALLY OMITTED**

## **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

For the duration of this contract, Contractor agrees to maintain the same standard for background and security investigations as were in effect at the inception of the contract.

## **7.5 CONFIDENTIALITY**

**7.5.1** 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, the Federal Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.

**7.5.1.1** Contractor employees (staff, counselors, and volunteers) shall be thoroughly trained on how to maintain client confidentiality and related laws.

**7.5.1.2** Contractor staff and volunteers providing direct services to children exposed to violence shall adhere to the strictest levels of confidentiality as defined in the statutes and regulations mandated by California Law, the code and ethics of the American Association of Marriage and Family Therapists, California Association of Marriage and Family therapy, the National Association of Social Workers and Subrecipient policies and procedures.

**7.5.1.3** These standards of confidentiality oblige the Contractor NOT to discuss information about a client, including the content of any information received by, from, or about the client, and even the fact of the existence of a professional relationship with Contractor, except under a few exceptional circumstances as specifically required by law. These circumstances are when there is: 1) A serious threat of harm to a reasonably identifiable victim, 2) In the cases of child maltreatment, or 3) Abuse of elders or dependent adults. Any such disclosures are only made following consultation with a Licensed Clinician and or legal counsel.

**7.5.1.4** Subrecipient employees (staff and volunteers) shall create, maintain, store, transfer, and dispose of client records in ways that protect confidentiality and are in accordance with applicable regulations or laws.

**7.5.1.4.1** All records shall be kept in locked cabinets that are stored within locked offices at Contractor's premises.

Clinical records shall not be removed from Contractor's premises.

**7.5.1.4.2** Contractor shall take reasonable steps to ensure that documentation in records is accurate, limited, and accurately reflects the services provided.

**7.5.1.4.3** The information shared by clients and/or maintained in client records belongs to the client and shall not be shared without permission granted through a formal release of information and approval by a supervisor.

**7.5.2** 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 Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 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.

**7.5.3** Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

**7.5.4** Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Contract," Exhibit F.

**7.5.5** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

**7.5.6** Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

## **8.0 STANDARD TERMS AND CONDITIONS**



## **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1** 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, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the 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 any claims which the Contractor may have against the County.
- 8.1.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.3** 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.

## **8.2 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.

## **8.3 COMPLAINTS**

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

- 8.3.1** Within 15 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.3.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.3.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.3.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.3.5** The Contractor shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.3.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.3.7** Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

#### **8.4 COMPLIANCE WITH APPLICABLE LAW**

- 8.4.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.4.2** 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 Paragraph 8.4 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.

#### **8.4.3 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 I – Contractor's EEO Certification.

## **8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

**8.5.1 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 G, Jury Service Ordinance and incorporated by reference into and made part of this Contract.

### **8.5.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "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 the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph

shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

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

## **8.6 CONFLICT OF INTEREST**

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

**8.6.2** **The Contractor shall comply with all conflict of interest laws, ordinances,** and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances and completion of Exhibit H, Certification of No Conflict of Interest. Failure to comply with the provisions of this Subsection 8.6 shall be a material breach of this Contract.



**8.7 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT 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 re-employment list during the life of this Contract.

**8.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.8.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

**8.9 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.9.1 RESPONSIBLE CONTRACTOR**

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

**8.9.2 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 this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

**8.9.3 NON-RESPONSIBLE CONTRACTOR**

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

violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

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 years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.10 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 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).

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

**8.11.1** 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.

**8.11.2** 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 compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC

Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.12 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.

#### **8.13 INTENTIONALLY OMITTED**

#### **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

#### **8.15 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to



Subsection 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.16 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.

#### **8.17 FORCE MAJEURE**

**8.17.1** 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 paragraph as "force majeure events").

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

#### **8.18 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 the venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.19 INDEPENDENT CONTRACTOR STATUS**

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

- 8.19.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.19.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.19.4** The Contractor shall adhere to the provisions stated in Subsection 7.5 – Confidentiality.

## **8.20 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts (“County Indemnitees”), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.21.1 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 any required endorsements shall be sent to:

Los Angeles County District Attorney's Office  
Grants and Contracts Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

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.

#### **8.21.2 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.

#### **8.21.3 CANCELLATION OF 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 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.21.4 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.

#### **8.21.5 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.

#### **8.21.6 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.

#### **8.21.7 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 affect such waiver.

**8.21.8 INTENTIONALLY OMITTED**

**8.21.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)**

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

**8.21.10 CLAIMS MADE COVERAGE**

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

**8.21.11 APPLICATION OF EXCESS LIABILITY COVERAGE**

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

**8.21.12 SEPARATION OF INSURED**

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

**8.21.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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

**8.21.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

**8.22 INSURANCE COVERAGE**

**8.22.1 COMMERCIAL GENERAL LIABILITY INSURANCE** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

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

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

**8.22.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

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

## **8.23 INTENTIONALLY OMITTED**

**8.24 INTENTIONALLY OMITTED**

**8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.25.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.25.2** The Contractor shall certify to, and comply with, the provisions of Exhibit I - Contractor's EEO Certification.
- 8.25.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.25.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.25.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.25.6** 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 Subsection 8.25 when so requested by the County.
- 8.25.7** If the County finds that any provisions of this Subsection 8.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission

that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.26 NON-EXCLUSIVITY**

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

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

**8.28 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Supervising County Contract Administrator and/or County Contract Section Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Supervising County Contract Administrator or County Contract Section Manager is not able to resolve the dispute, the District Attorney or her designee shall resolve it.

**8.29 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 Exhibit J, Internal Revenue Service Notice No. 1015.

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

**8.31 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed, hand delivered with signed receipt

or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit B, County's Administration and Exhibit E, Contractor's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The District Attorney or her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.32 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.

### **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those exceptions in the California Government Code Section 6250 et seq. (Public Records Act) and/or which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.33.2** 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 an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**8.33.3** Contractor shall not reveal in such document submitted to the County as set forth in this section 8.33 the identity of any child/client, employee or volunteer.

### **8.34 PUBLICITY**

**8.34.1** 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:

- The Contractor shall develop all publicity material in a professional manner; and
- 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.
- The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Contractor shall also coordinate press releases with the County and Grantor for maximum impact.

**8.34.2** 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 Subsection 8.34 shall apply.

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

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 (GAAP). To the extent permitted by law, the Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Records shall be maintained in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook

([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Agreement. Contractor shall comply with any additional record keeping requirements by the Cal OES.

Contractor shall maintain timekeeping records (to reflect personnel, salary, hours worked, location worked, and related fringe benefits/indirects), in addition to original documentation of costs (such as receipts) claimed during the project period. Original receipts must be stamped "paid."

Contractor shall maintain programmatic records of victims' services, including sign-in sheets, case record notations, telephonic contact, and email communications.

Contractor shall compile a case file for each minor victim which includes, at a minimum, informed consent, intake document, initial needs assessment, documentation of services provided, consent to treat, progress notes and a termination of services summary.

For the match, Contractor shall maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the Subrecipient for its own paid employees.

The Contractor agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, unless prohibited by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.35.1** 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, to the extent permitted by law, Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.35.2** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, to the extent permitted by law, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from

any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.36 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.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.11- Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.38 TERMINATION FOR CONVENIENCE**

**8.38.1** County may terminate this Contract, in whole or in part, 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 ten (10) days after the notice is sent.

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

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.38.3** 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 Subsection 8.35, Record Retention and Inspection/Audit Settlement.

## **8.39 TERMINATION FOR DEFAULT**

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

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.39.2 INTENTIONALLY OMITTED**

**8.39.3 INTENTIONALLY OMITTED**

**8.39.4 INTENTIONALLY OMITTED**

**8.39.5** The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.40 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

#### **8.41 TERMINATION FOR INSOLVENCY**

**8.41.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.41.2** The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE TO 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 the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.43 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.

#### **8.44 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.



#### **8.45 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 Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

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

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

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

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

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

#### **8.48 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 Paragraph 8.47 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.49 INTENTIONALLY OMITTED**

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 CHANGES AND AMENDMENT OF TERMS**

- 9.1.1** The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change Notice shall be prepared and signed by the Contractor and by the District Attorney or her designee.
- 9.1.2** For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Contractor and by the District Attorney or her designee.
- 9.1.3** The County 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 orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District Attorney or her designee.

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

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

### **9.3 CHILD/ELDER ABUSE AND WELFARE FRAUD REPORTING**

- 9.3.1** Contractor staff working on this Contract shall comply with California Penal Code Section 11164, et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with Penal Code Sections 11166 and 11167.
- 9.3.2** Child abuse reports shall also be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.3.3** Contractor staff working on this Contract shall comply with California Welfare and Institutions Code Section 15600 et seq. and shall report all

known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.

**9.3.4** Elder abuse reports shall also be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

**9.3.5** Contractor staff working on this Contract shall also immediately report all suspected welfare fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

#### **9.4 SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

#### **9.5 COMPLIANCE WITH REGULATIONS**

Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

**9.5.1** Contractor shall maintain all licenses required to perform the Contract.

**9.5.2** Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances,

directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

- 9.5.3** Contractor certifies that the Contractor and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

## **9.6 REPORTING REQUIREMENTS**

- 9.6.1** Contractor shall provide information to the County detailing the number of clients served under XC Grant funding.

- 9.6.2** Contractor shall use the Performance Measurement Tool (PMT) in Excel Spreadsheet format provided by the County to track statistical information on a monthly basis.

- 9.6.3** Contractor shall electronically submit (by email) the monthly PMT report in the format provided (no PDF) to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM on the 10<sup>th</sup> day of the subsequent month.

- 9.6.4** Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/22 – 3/31/22, due 4/08/22

Period: 4/1/22 – 6/30/22, due 7/08/22

Period: 7/1/22 – 9/30/22, due 10/10/22

Period: 10/1/22 – 12/31/22, due 1/10/23

- 9.6.5** Contractor may be required to enter information related to clients served (and partially served) under XC Grant funding for monthly statistical purposes using an electronic case/data management system provided by the County.

“Served” clients are defined as victims who received the service(s) they requested, if those services were funded by XC Grant funding.

“Partially served” clients are defined as victims who received some service(s), but not all of the services they requested, if those services were funded by XC grant funding.

- 9.6.6** Contractor may be subject to additional reporting requirements by the Grantor.

## **9.7 PROGRAM CONSIDERATIONS**

- 9.7.1** Contractor shall charge no fees to victims for services rendered.
- 9.7.2** Contractor shall provide services to all victims regardless of race, ethnicity, religion, socio-economic status, gender, sexual orientation, national origin, or immigration status.
- 9.7.3** Contractor shall develop protocols to safeguard client information, disclosing exceptions to client confidentiality therein.
- 9.7.4** Contractor shall conduct ongoing communication with the County to develop best practices, to ensure appropriate staffing and to engage in conflict resolution.
- 9.7.5** Contractor shall coordinate and cooperate with County request for site visits to Contractor's office and/or field offices. Site visits will be conducted on a regular basis, with a minimum of one visit every six months during the Contract Term.
- 9.7.6** Contractor's allocations and use of funds under this Contract shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the California Office of Emergency Services Subrecipient Handbook ([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Contract. Contractor shall use the Grant Funds allocated to it to support the goals and objectives of expanding and enhancing the XC program, which were submitted and approved by the Grantor as part of the application for the Grant. Contractor shall not use Grant Funds to provide long-term or short-term legal representation. Contractor agrees and acknowledges that that Grant Funds it receives will not supplant (replace) non-Federal funds.
- 9.7.7** Contractor hereby certifies that it has the legal authority to apply for the financial assistance given through the XC Grant and has the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project funded through XC Grant Funds and this Contract. Contractor shall assure that XC Grant Funds allocated to it are used for allowable, fair, and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.
- 9.7.8** Contractor hereby certifies and warrants that it is an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 and



is exempt from taxation under Section 501(a) of said Code. Contractor shall assure that Grant Funds allocated to it under this Contract are used for allowable, fair and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

- 9.7.9** Notwithstanding anything to contrary in this Contract, Contractor shall not use any portion of the XC Grant Funds towards any part of the annual cash compensation of any employee of the Contractor whose total cash annual cash compensation exceeds 110% of the maximum salary payable to a member of the state or federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal system, for that year.

**SIGNATURES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this CONTRACT to be executed by the District Attorney or her designee and CONTRACTOR has caused this CONTRACT to be executed in its behalf by its duly authorized officer who CONTRACTOR warrants under penalty of perjury is authorized to bind this CONTRACTOR, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
GEORGE GASCÓN  
District Attorney  
County of Los Angeles

\_\_\_\_\_ Date

**CASA OF LOS ANGELES**

By: \_\_\_\_\_  
CHARITY CHANDLER-COLE  
Chief Executive Officer

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**  
RODRIGO A. CASTRO-SILVA  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_ 9/30/21  
Date

**STATEMENT OF WORK**

**COUNTY OF LOS ANGELES  
DISTRICT ATTORNEY**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

**EXHIBIT A- STATEMENT OF WORK**

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## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance victim services in the County. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide victim services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to create a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of creating connection for people, communities, and government is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation. These shared values are encompassed in the County Strategic Plan Goal 1 (Make Investments That Transform Lives – Increasing our focus on prevention initiatives; Enhancing our delivery of comprehensive interventions; and Reforming service delivery within our justice systems). County Strategic Plan Goal 2 (Foster Vibrant and Resilient Communities – Drive Economic and Workforce Development in the County; Support the Wellness of our Communities; and Make Environmental Sustainability Our Daily Reality). County Strategic Plan Goal 3 (Realize Tomorrow's Government Today – Continually Pursue Development of Our Workforce; Embrace Digital Government for the Benefit of our Internal Customers and Communities; Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Engage and Share Information with Our Customers, Communities and Partners). This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

### **1.0 INTRODUCTION**

The U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 21VCGF, 2019-V2-GX-0053 for VOCA19 and 2020-V2-GX-0031 for VOCA20, with Assistance Listing (AL) number 16.575, Subaward number XC21 04 0190, have provided financial assistance to the County in the amount of \$2,356,310 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2022 through December 31, 2022, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on November 16, 2021.

As required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such needs and challenges.

The County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant.

The VSSC determined that Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System, were underfunded and that distribution of XC Grant funds to these Court-Appointed Volunteer Advocates would improve services. The Contractor is a Court-Appointed Volunteer Advocate provider located in Los Angeles County and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to support the XC Grant and shall provide such services as more fully set forth in this Contract and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Contract.

The County and the Contractor each desires to execute this Contract as authorized by the Board of Supervisors on November 16, 2021.

## **2.0 MANDATED PROGRAM REQUIREMENTS**

- 2.1** The Mandated Program Requirements define the minimum required tasks for the provision of services to child victims in dependency court under this Contract. Contractor is obligated to provide the services and follow the requirements described herein.
- 2.2** The term of this Agreement shall commence on January 1, 2022, and end December 31, 2022 (the “Term”), and any additional period of time as is required to complete any necessary Grant close-out activities. Said Term is subject to the provisions herein. Performance shall not commence until the Contractors has obtained the County’s approval of the insurance required in section 8 herein.
- 2.3** The Contract shall provide the services set forth in, and in accordance with this section and the Budget and Budget Narrative (“Budget”) as set forth in Exhibit C attached hereto and made a part hereof. All work is subject to prior County approval in writing. Failure to receive approval may result in withholding compensation pursuant to section 9. Contractor warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Grant funds. Contractor further warrants that such written authorization specifies that Contract and the governing board or authorized body agree:
  - 2.3.1** To provide all matching funds required under the Grant and that any cash match will be appropriated as required.
  - 2.3.2** That any liability arising out of the performance of this Agreement shall be the responsibility of Contractors and the governing board or authorized body.
  - 2.3.3** That Grant funds shall not be used to supplant expenditures controlled by the governing board or authorized body.
  - 2.3.4** That the official executing the Agreement is, in fact, authorized to do so. Contractor shall maintain this proof of authority on file and make it readily available upon demand.



## **2.4 PROJECT OVERVIEW**

- 2.4.1** The funding for this project is from the XC Grant; CASA of Los Angeles is receiving funding as a subrecipient of this grant.
- 2.4.1.1** The total project cost shall not exceed \$312,863 and will pay for personnel and operating expenses as outlined in the attached Budget.
  - 2.4.1.2** During the Contract Term, Contractors shall receive Grant funding in the amount of \$269,393.
  - 2.4.1.3** During the Term, Contractor shall be required to meet a required VOCA match of 20 percent of the program total, which is \$43,470, with an option for a match waiver up to 100 percent which would reduce the required match to \$0.
  - 2.4.1.3.1** Contractor shall meet the match through either In-Kind or Cash contributions, or a combination of both, and such match shall not be reimbursed by Grant funds.
- 2.4.2** The purpose of the Contractor's work under this Contract is to address unmet gaps and needs in direct services to victims by increasing services to address the emotional and practical needs of child victims in dependency court.
- 2.4.3** The Contractor understands that the County may have, or subsequently enter into, other contracts with service providers for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractors to provide all contracted services identified in this agreement.

## **2.5 SCOPE OF WORK**

- 2.5.1** Within the context of the above, Contractor shall provide the following services described herein to child victims in dependency court and make every effort to provide culturally and linguistically appropriate services.
- 2.5.1.1** Contractor shall provide victim services to child victims in dependency court. Per the VOCA Final Program Guidelines, "services" are defined as (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security (i.e., boarding-up broken windows and replacing locks.)

- 2.6** Services will be provided at the Contractor's primary place of business, located at 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754, unless provisions for services are requested off-site to meet the needs of the victim.

- 2.7 Contractor shall provide a client-centered service delivery model to ensure the reduction of barriers for victims in need of services, such as transportation and child care activities to generate a supportive system of care.
- 2.8 Contractor shall provide services for victims with disabilities and others with access and functional needs, ensuring equality of services to victims with special needs.

### **3.0 STAFFING**

- 3.1 Contractor's staff providing Court-Appointed Advocacy for child victims in dependency court shall meet all guidelines set by the Los Angeles County Superior Court.
- 3.2 Contractor shall operate continuously throughout the entire term of this Contract.
- 3.4 All Contractors' staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 3.5 Contractor shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Contractor staff shall be bilingual.
- 3.6 To the extent feasible, Contractor shall provide services to persons with a physical disability who child victims in dependency court. If the Contractor cannot provide the services, then the Contractor shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- 3.7 Contractor's staff designated to create and submit invoices shall complete the Contract Invoicing System training required by the County.

### **4.0 REPORTING REQUIREMENTS**

During the Term of this Agreement, Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/22 – 3/31/22, due 4/08/22

Period: 4/1/22 – 6/30/22, due 7/08/22

Period: 7/1/22 – 9/30/22, due 10/10/22

Period: 10/1/22 – 12/31/22, due 1/10/23

## **5.0 CHARGES TO PARTICIPANTS**

Contractor shall provide Court-Appointed Victim Advocacy services at **NO COST** to Participants.

## **6.0 OTHER REQUIREMENTS**

### **6.1 ORIGINAL PUBLICATIONS**

Original publications (written, visual, or sound) produced in whole or in part must contain the following statement: "Funding made possible through the United States Department of Justice, Victims of Crime Act, 21VCGF, 2019-V2-GX-0053 and 2020-V2-GX-0031," All job announcements must indicate that Contractor is an Equal Employment Opportunity Employer.

### **6.2 USE OF COUNTY SEAL AND DISTRICT ATTORNEY DEPARTMENT LOGO**

Contractor shall not use or display the official seal of the County or the District Attorney Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **6.3 LOCATION OF SERVICES**

**6.3.1** Contractor shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

**6.3.2** Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

**6.3.3** Contractor shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

## **7.0 MONITORING**

Annually, Contractor shall certify that CASA of Los Angeles meets the Mandated Program Requirements set forth in Section 2.0 herein and the staffing requirements set forth in Section 3.0. District Attorney shall annually evaluate Contractor's compliance

with the other requirements of the Contract. District Attorney shall not require Contractor to provide any information in violation of Welfare and Institutions Code section 18301. In lieu of providing such information, the Contractor shall certify under penalty of perjury that the Contractor is in compliance with the relevant Contract provisions.

## **7.1 HEALTH AND FIRE INSPECTIONS**

Contractor understands and agrees that County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Contractor's service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Contractor shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Contractor shall forward a copy of the Health or Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

## **7.2 INSPECTIONS**

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections. County reserves the right to conduct site visits, as deemed necessary.

## **7.3 CLEAN AND SAFE FACILITIES**

Contractor understands and agrees that, for the duration of this Contract, Contractor shall ensure that each Contractor facility (shelter location) and environment (e.g. beds, living area, bathrooms, kitchen etc.) for the Clients is clean and safe. Failure to do so will result in the termination of this contract pursuant to Section 8.39, Termination For Default.

## **8.0 QUALITY CONTROL PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- A. Method of monitoring to ensure that Contract requirements are being met;
- B. Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- C. A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- D. Data collection and monitoring systems to ensure that services are equitable for all participants.



**COUNTY'S ADMINISTRATION**

CONTRACT NO. LADA – XC GRANT – SUBRECIPIENT – CASA - 2022

**COUNTY CONTRACT SECTION MANAGER:**

Name: Michele Daniels  
Title: Director, Bureau of Victim Services, Los Angeles County District Attorney's Office  
Address: 1000 South Fremont Avenue Unit 36, Building A9E, Suite E9150  
Alhambra, CA 91803  
Telephone: 626-514-1235 Facsimile: 626-281-1057  
E-Mail Address: mdaniels@da.lacounty.gov

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: Tony Sereno  
Title: Director, Bureau of Administrative Services, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2774 Facsimile: 213-633-0906  
E-Mail Address: tsereno @da.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Michael Au-Yeung  
Title: Chief, Budget and Fiscal Services Division, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2832 Facsimile: 213-633-0906  
E-Mail Address: mau-yeung@da.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Lam Tran  
Title: XC Grant Analyst, Bureau of Administrative Services, Grants and Contracts Section, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2806 Facsimile: 213-633-0906  
E-Mail Address: lamtran@da.lacounty.gov

# CONTRACTOR'S ANNUAL BUDGET

## BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: CASA of Los Angeles				Subaward #: CASA-2021			
A. Personal Services – Salaries/Employee Benefits	19VOCA	20VOCA	21VCGF	Fund4	Fund5	Fund6	COST
<b>GRANT PERIOD 01/01/2022 - 12/31/2022</b>							
<b>20 Advocate Supervisors @ 20% FTE Each</b> <i>Advocate Supervisors orient, engage, train, support, coach, and provide overall management to a team of court-appointed special advocate (CASA) volunteers, who in turn provide one-on-one advocacy and support for children and youth in the dependency system. Advocate Supervisors report to and Advocacy Team Manager.</i>							
<i>20 FTEs x 12 months x \$5,000/mo x 20% = \$240,000</i>	\$119,502	\$35,402	\$85,095				\$239,999
<b>Employee Taxes and Benefits</b> <i>Medicare @ 1.2%</i> <i>Soc Sec @ 6.2%</i> <i>State UI @ 0.1%</i> <i>Health Ins @ 9.0%</i> <i>LTD / Life @ 0.3%</i> <i>W/Comp @ 0.5%</i> <i>Retirement @ 0.0%</i> <i>Total Tax and Benefit Rate = 17.3%</i> <i>Total Tax and Benefits = \$41,520; Limited to \$29,393</i>							
	\$14,636	\$4,336	\$10,422				\$29,394
<b>Personal Section Totals</b>	\$134,138	\$39,738	\$95,517				\$269,393
<b>PERSONAL SECTION TOTAL</b>							\$269,393

Cal OES 2-106a (Revised 10/2019)

## SAMPLE INVOICE FORMAT

COUNTY OF LOS ANGELES

DISTRICT ATTORNEY'S OFFICE

## REPORT OF EXPENDITURES AND REQUEST FOR FUNDS

Mail To: Los Angeles County District Attorney's Office  
Grant and Contract Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

1. Subrecipient:	2. Implementing Agency: District Attorney Office	3. Subaward Number:
4. Program Title: County Victim Services (XC) Program	5. Payment Type: Reimbursement	6. Billing Period: to
7. Payment Mailing Address (Zip+4):	8. Contact Person:	9. Phone Number/E-mail Address:

	Funding Source	Funding Source	Funding Source	Funding Source	Funding Source	(12) Total Fund Request
(10) Funding Year		2019	2020			
(11) Federal/ State Fund Source	21VCGF	VOCA	VOCA			
<b>Category-Request Enter amount expended including match, I.e. \$1,000 expenditure + \$250 Match = \$1,250</b>						
(A) Personal Services (+)						\$0
(B) Operating Expenses (+)						\$0
(C) Equipment (+)						\$0
<b>Category - Match Enter Match as a negative, I.e. -250</b>						
(A) Personal Services (-)						\$0
(B) Operating Expenses (-)						\$0
(C) Equipment (-)						\$0
<b>Advance - Recouped Enter Advance as a negative, I.e. -1000</b>						
(A) Personal Services (-)						\$0
(B) Operating Expenses (-)						\$0
(C) Equipment (-)						\$0
<b>Total to be Paid</b>	\$0	\$0	\$0	\$0	\$0	\$0

(13) By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Typed Name	Signature	Date
Financial Officer		
Project Director		

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** CASA OF LOS ANGELES

CONTRACT NO. LADA – XC GRANT – SUBRECIPIENT – CASA - 2022

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Maegan Mattock

Title: Chief Program Officer

Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142

Telephone: 323-859-2888 ext. 6310

Facsimile: 323-264-5020

E-Mail Address: mmattock@casala.org

Signature

Date

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

Name: Yara Gharib

Title: Grant Manager

Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142

Telephone: 631-355-0793

Facsimile: 323-264-5020

E-Mail Address: ygharib@casala.org

Signature

Date

Name: Edgar Carapetian

Title: Chief Financial Officer

Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142

Telephone: 323-859-2888 ext 6329

Facsimile: 323-264-5020

E-Mail Address: ecarapetian@casala.org

Signature

Date

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

Name: Charity Chandler-Cole

Title: Chief Executive Officer

Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142

Telephone: 323-859-2888 ext 6325

Facsimile: 323-264-5020

E-Mail Address: cchandlercole@casala.org

Signature

Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: CASA of LOS ANGELES

Contract No. LADA – XC GRANT – SUBRECIPIENT – CASA - 2022

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

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

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT**

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

Contractor Name: CASA of LOS ANGELES

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

Contract No.: LADA – XC GRANT – SUBRECIPIENT – CASA - 2022

**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 Master Agreement. 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 contract as a condition of my work to be provided by my employer for the County. I have read this contract 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 contract 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 Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name: CASA of LOS ANGELES

Non-Employee Name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_

County Contract No.: LADA – XC GRANT – SUBRECIPIENT – CASA - 2022

**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 Master Agreement.

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 Master Agreement. 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 contract as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this contract and have taken due time to consider it prior to signing.

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

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

I agree to report to the above-referenced Contractor any and all violations of this contract 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: \_\_\_\_\_



**Jury Service Ordinance**  
**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**203.010 Findings:**

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

**2.203.020 Definitions:**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

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

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
  - b. Participated in any way in developing the contract or its service specifications; and**
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by this certification by the submitting department, district or agency that the provisions of this section have not been violated.

**CASA of LOS ANGELES**

Contractor Name

\_\_\_\_\_  
Vendor Official Title

\_\_\_\_\_  
Official's Signature



**CONTRACTOR'S EEO CERTIFICATION**CASA of LOS ANGELES

Company Name

201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754

Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor 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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Name and Title of Signer (please print)

## INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2016)

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

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

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

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

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

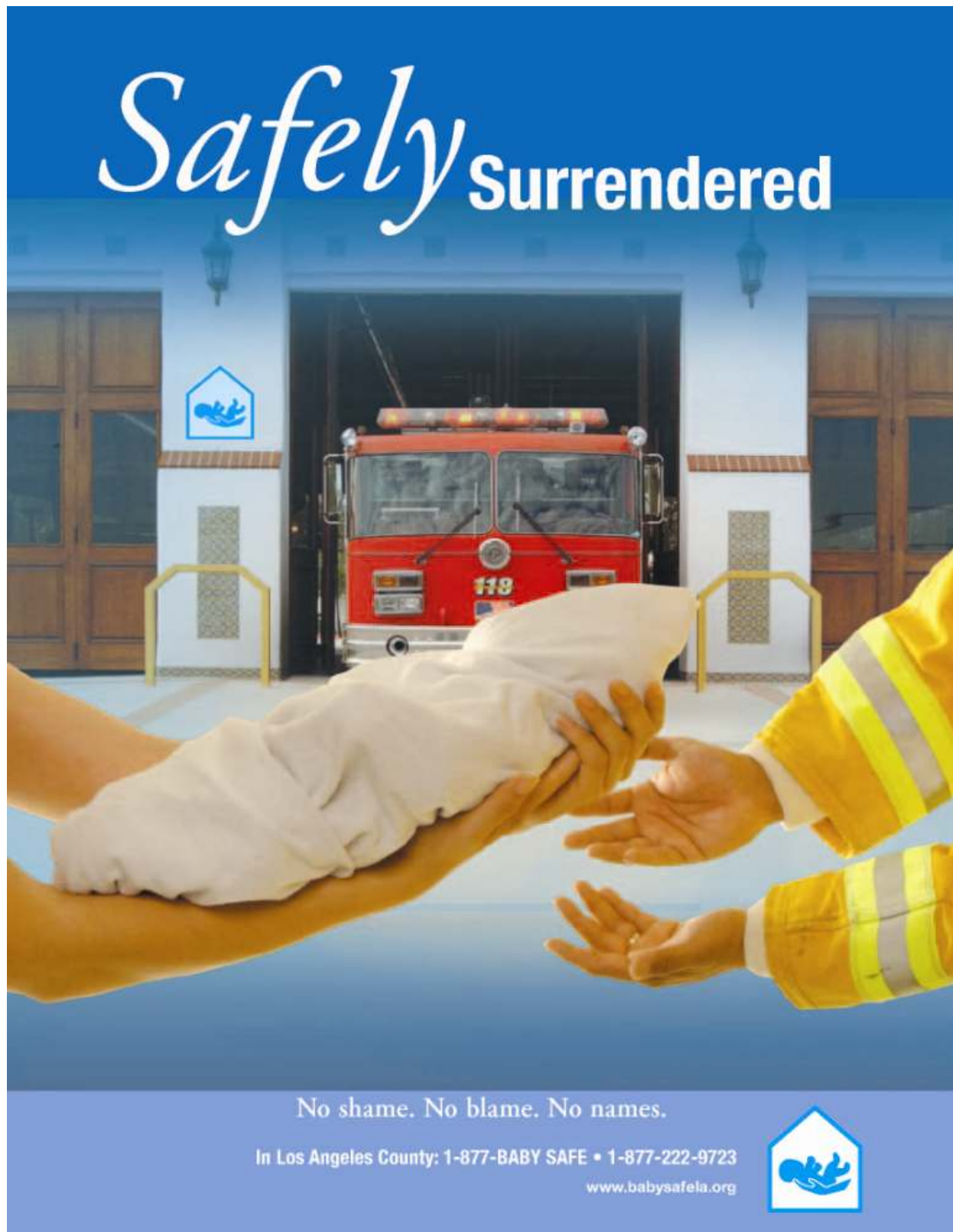
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

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

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)  
Cat. No. 205991

SAFELY SURRENDERED BABY LAW



# 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.

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

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

### 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?

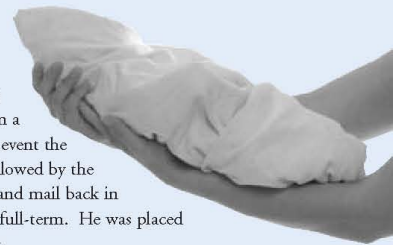
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### 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)





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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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?

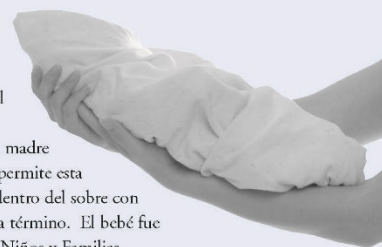
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿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.



## CHARITABLE CONTRIBUTIONS CERTIFICATION

CASA of LOS ANGELES

Company Name

201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754

Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

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

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

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

☐ 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 Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

## DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: CASA of LOS ANGELES			
Company Address: 201 Centre Plaza Drive, Suite 1100			
City:	Monterey Park	State:	CA Zip Code: 91754
Telephone Number:		Email address:	
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:	Title:
Signature:	Date:

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DISTRICT ATTORNEY**

**AND**

**1736 FAMILY CRISIS CENTER**

**FOR**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

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**Exhibits**

- A Statement of Work
- B County's Administration
- C Contractor's Annual Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee, and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES,  
DISTRICT ATTORNEY  
AND  
1736 FAMILY CRISIS CENTER  
FOR  
RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

This Contract and Exhibits are made and entered into by and between the County of Los Angeles, District Attorney hereinafter referred to as "County" and 1736 Family Crisis Center, a California non-profit corporation hereinafter referred to as "Contractor," to receive subrecipient grant funds from the California Governor's Office of Emergency Services through the County Victim Services (XC) Program to provide Domestic Violence Shelter-Based Programs.

**RECITALS**

WHEREAS, the U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 21VCGF, 2019-V2-GX-0053 for VOCA19 and 2020-V2-GX-0031 for VOCA20, with Assistance Listing (AL) number 16.575, Subaward number XC21 04 0190, have provided financial assistance to the County in the amount of \$2,356,310 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2022 through December 31, 2022, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on November 16, 2021; and

WHEREAS, as required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such unmet gaps and needs; and

WHEREAS, the County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant; and

WHEREAS, Domestic Violence Shelters which are located in Los Angeles County and which currently receive funding under sections 18294 and 18305 of the California Welfare and Institutions Code were identified by the VSSC, and approved by Cal OES in the XC Grant application submitted by the County, as victim service providers in need of additional funding to fill unmet needs/gaps in service; and

WHEREAS, the Contractor is a Domestic Violence Shelter located in the County of Los Angeles which currently receives funding under the County Domestic Violence Program Special Fund, pursuant to sections 18305 and 18294 of the California Welfare and Institutions Code and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to provide such services and VOCA matching funds as more fully set forth in this Agreement and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the County and the Contractor each desires to execute this Agreement as authorized by the Board of Supervisors on November 16, 2021;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

Exhibits:

- A Statement of Work
- B County's Administration
- C Contractor's Program Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Contractor's Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program



This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 9.1 – Changes and Amendments of Terms and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

### **2.1 INTENTIONALLY OMITTED**

**2.2 CONTRACTOR:** A Proposer who has entered into a contract with the County to perform work described in the contract and Statement of Work.

**2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

**2.4 COUNTY CONTRACT ADMINISTRATOR (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.

**2.5 COUNTY CONTRACT PROGRAM MONITOR (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.

**2.6 COUNTY CONTRACT SECTION MANAGER:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.

**2.7 DAY(S):** Calendar day(s) unless otherwise specified.

**2.8 DEPARTMENT OR DISTRICT ATTORNEY:** The Los Angeles County District Attorney or her designee.

### **2.9 INTENTIONALLY OMITTED**

**2.10 DOMESTIC VIOLENCE (DV):** Abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had or is having a child or has had or is having a dating or engagement relationship.

**2.11 FISCAL YEAR (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.12 PARTICIPANT:** A Victim of Domestic Violence who receives services under this contract.
- 2.13 SERVICE PERIOD:** The time of the signing of this contract by both parties through December 31, 2022.
- 2.14 INTENTIONALLY OMITTED**
- 2.15 STATEMENT OF WORK (SOW):** A written description of tasks and/or deliverables to be provided by Contractor under this Contract.
- 2.16 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform all necessary activities involved in providing Domestic Violence Shelter-Based Program services as set forth in Exhibit A, Statement of Work - Domestic Violence Shelter-Based Program, and this Contract as set forth herein.
- 3.2** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.3** Contractor shall initiate and complete deliverables and milestones within the applicable time frame after receipt of approval for such tasks from the County. The County and Grantor may grant extensions to the time of performance for specific deliverables or milestones at its sole discretion. Any request by Contractor to extend the time of performance for a project must be made in writing to the County. All extension requests must be approved by the County and the Grantor in writing during the term of this Agreement to be effective.

### **4.0 TERM OF CONTRACT**

- 4.1** This Contract is effective when both parties sign this Contract. This Contract shall expire on December 31, 2022 unless sooner terminated, in whole or in part, as provided herein.
- 4.2** 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.

**4.3 INTENTIONALLY OMITTED**

- 4.4** Contractor shall not charge participants any fees/cost for any services provided to the participant under this Contract.

**5.0 CONTRACT SUM/COMPENSATION**

- 5.1** The XC Program Domestic Violence Shelter subrecipient amount is \$25,529 for 21VCGF fund, \$35,851 for VOCA19 and \$10,620 for VOCA 20 totaling \$72,000 with a required VOCA match of 20 percent of the program total -- \$11,618 with an option for a match waiver up to 100 percent which would reduce the required match to \$0 -- to be provided by the Contractor in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook ([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Agreement. The 21VCGF funds must be fully expended prior to the VOCA19 funds and the VOCA19 funds must be fully expended prior to the VOCA20 funds. The County shall not be liable for any expenses not allowed by Cal OES. Contractor shall comply with any additional requirements set by the Cal OES. The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the XC Program change, the County may change the maximum amount as set forth by amendment to this Contract.

**5.2 INTENTIONALLY OMITTED**

- 5.3** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.4 INTENTIONALLY OMITTED**

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

**5.6 INVOICES AND PAYMENTS**

- 5.6.1** Reimbursement requests must be submitted to the County on a monthly basis for expenses that were incurred in the previous month, accompanied by supporting documentation. Contractor shall invoice County no later than 15 days after the month service was rendered, using the XC Report of Expenditures and Request for Funds, and Supporting Documents Checklist, which shall be provided to the Contractor by the County.
- 5.6.2** Invoices under this Contract shall be submitted to the XC Grant Administrative Coordinator.

Contractor shall prepare, maintain, and provide to the XC Grant Administrative Coordinator, via email, the completed Report of Expenditures and Request for Funds form (signed by Contractor's Executive Director, or equivalent), along with the Supporting Documents Checklist form and all supporting documentation relating to both expenditures and the VOCA programmatic match, including, but not limited to, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement and the required VOCA programmatic match, no later than 5:00 PM on the 15<sup>th</sup> day of the subsequent month. All such supporting documentation shall satisfy applicable federal, state and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Contractor, and the County will not reimburse the Contractor for any costs incurred for such preparation.

The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.

The County will notify Contractor in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to Contractor for revision and shall be accepted by the County when such forms are accurate and complete. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

- 5.6.2.1** Contractor and the County have previously completed a mutually approved Budget attached hereto as Exhibit C and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Contractor shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. It is understood that the County makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this

program to the County. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

**5.6.2.2** The County shall disburse to Contractor as consideration for the services to be provided by Contractor as set forth in this Agreement its allocated Grant amount not to exceed \$72,000 to be used solely in accordance with the Budget attached as Exhibit C. Such compensation shall be used in strict accordance with the Budget attached as Exhibit C. Contractor shall provide a VOCA programmatic match in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook ([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Agreement.

**5.6.2.3** The foregoing rate represents the total compensation and reimbursement to be paid by County to Contractor for all services to be performed and costs incurred by Contractor pursuant to this Agreement.

**5.6.2.4** The disbursement shall be on a reimbursement basis only.

**5.6.2.5** Contractor must account separately for all interest income earned from the Grant Funds. In accordance with Grantor guidelines and 2 CFR Part 200, interest earned on Grant Funds must be reported and returned to the County. Contractor will maintain records of and account for any interest earned on Grant Funds. Contractor shall promptly return to the County all grant funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the grant funds allocated to Contractor is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the County.

**5.6.2.6** Any request by Contractor to modify the Budget must be made in writing and must be approved in writing by the County and the Grantor during the term of this Agreement for such modification to be approved. In addition, any modifications to the Budget will only be deemed approved if Contractor's request for the modification is submitted to County in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the County. Contractor shall not expend any Grant Funds or incur any expenses that are to be reimbursed by Grant Funds in accordance with any contemplated modification of the Budget prior to such

modification being approved in accordance with the provisions of this paragraph. Any of Contractor's expenses so incurred prior to the approval of a Budget modification, or any of Contractor's expenses incurred that are not in strict accordance with an approved modified Budget or are incurred after the Term of this Agreement, shall be disallowed for reimbursement by Grant Funds under this Agreement. The County and the Grantor shall have the right, in each of their sole discretions, to decline any Budget modification requests, including any such requests untimely made. Contractor shall not submit requests for Budget modification more than twice a year.

**5.6.2.7** The Contractor understands and agrees that it may not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County or obligate the County to make payments of any costs or expenses, unless authorized in an approved Budget.

#### **5.6.3.1 INTENTIONALLY OMITTED**

**5.6.4 COUNTY APPROVAL OF INVOICES:** All invoices submitted by Contractor must receive the written approval of County Contract Administrator.

**5.6.5 WITHHOLDING OF PAYMENT:** Payments to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate invoice. If Contractor fails to submit accurate, complete, and timely invoices, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

**5.6.5.1** The County may withhold XC Grant funds and/or disallow expenditures anytime the project fails to comply with any term or condition of the Agreement. This may include, but is not limited to, the following:

Failure to submit the required Progress Reports in a timely manner;

Failure to submit the final reports from previous projects in a timely manner;

Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;

Inadequate maintenance of accounting records;

Failure to submit proof of bond coverage in a timely manner;



Failure to cooperate with or admit Cal OES staff or representatives (e.g., Program Specialists; Unit, Section, or Branch Chiefs, Monitors, et. al.) to review program and/or fiscal records; and/or

Failure to pay costs disallowed by Cal OES according to payment terms agreed to by the Contractor and in a timely manner.

County reserves the right to unilaterally decrease funds allocated to Contractor as set forth herein in the event that the County determines, in its sole discretion, that the Contractor has failed to provide adequate and satisfactory services as required in this Agreement.

**5.6.6 DELAY OF PAYMENT:** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

## **5.7 ANNUAL FISCAL REPORT**

Contractor shall maintain its account as prescribed by the Generally Accepted Accounting Principles (GAAP). Contractor shall maintain annual Fiscal reports as prescribed by GAAP.

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

A listing of all County Administration referenced in the following Subsections are designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 COUNTY CONTRACT SECTION MANAGER (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Contractor. The CSM, or designee, is the approving authority for invoices.

### **6.2 COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**

The County's SCCA is the person assigned to:

**6.2.1** Oversee the overall management and coordination of the operations of this Contract; and

**6.2.2** Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

### **6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Contractor to contact with any questions.

**6.3.1** The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the service;
- coordinating and monitoring the work of Contractor personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Contract;
- providing direction to Contractor in the areas relating to County policy, information requirements, invoicing requirements, and procedural requirements.

**6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor. The CPM reports to the CCA.

**7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

**7.1 CONTRACTOR'S PROJECT MANAGER**

**7.1.1** Contractor's Project Manager is designated in Exhibit E. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of such change.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

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

**7.2.1** Contractor's Authorized Official(s) are designated in Exhibit E. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s) within five (5) business days of such change.

**7.2.2** Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

**7.3 INTENTIONALLY OMITTED**

## **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

For the duration of this contract, Contractor agrees to maintain the same standard for background and security investigations as were in effect at the inception of the contract.

## **7.5 CONFIDENTIALITY**

**7.5.1** 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, the Federal Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.

**7.5.1.1** Contractor employees (staff, counselors, and volunteers) shall be thoroughly trained on how to maintain client confidentiality and related laws.

**7.5.1.2** Contractor staff and volunteers providing direct services to children exposed to violence shall adhere to the strictest levels of confidentiality as defined in the statutes and regulations mandated by California Law, the code and ethics of the American Association of Marriage and Family Therapists, California Association of Marriage and Family therapy, the National Association of Social Workers and Subrecipient policies and procedures.

**7.5.1.3** These standards of confidentiality oblige the Contractor NOT to discuss information about a client, including the content of any information received by, from, or about the client, and even the fact of the existence of a professional relationship with Contractor, except under a few exceptional circumstances as specifically required by law. These circumstances are when there is: 1) A serious threat of harm to a reasonably identifiable victim, 2) In the cases of child maltreatment, or 3) Abuse of elders or dependent adults. Any such disclosures are only made following consultation with a Licensed Clinician and or legal counsel.

**7.5.1.4** Subrecipient employees (staff and volunteers) shall create, maintain, store, transfer, and dispose of client records in ways that protect confidentiality and are in accordance with applicable regulations or laws.

**7.5.1.4.1** All records shall be kept in locked cabinets that are stored within locked offices at Contractor's premises.

Clinical records shall not be removed from Contractor's premises.

**7.5.1.4.2** Contractor shall take reasonable steps to ensure that documentation in records is accurate, limited, and accurately reflects the services provided.

**7.5.1.4.3** The information shared by clients and/or maintained in client records belongs to the client and shall not be shared without permission granted through a formal release of information and approval by a supervisor.

**7.5.2** 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 Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 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.

**7.5.3** Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

**7.5.4** Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Contract," Exhibit F.

**7.5.5** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

**7.5.6** Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

## **8.0 STANDARD TERMS AND CONDITIONS**

## **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1** 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, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the 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 any claims which the Contractor may have against the County.
- 8.1.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.3** 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.

## **8.2 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.

## **8.3 COMPLAINTS**

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

- 8.3.1** Within 15 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.3.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.3.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.3.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.3.5** The Contractor shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.3.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.3.7** Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

#### **8.4 COMPLIANCE WITH APPLICABLE LAW**

- 8.4.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.4.2** 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 Paragraph 8.4 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.



### **8.4.3 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 I – Contractor's EEO Certification.

## **8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

**8.5.1 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 G, Jury Service Ordinance and incorporated by reference into and made part of this Contract.

### **8.5.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "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 the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

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

## **8.6 CONFLICT OF INTEREST**

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

**8.6.2** **The Contractor shall comply with all conflict of interest laws, ordinances,** and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances and completion of Exhibit H, Certification of No Conflict of Interest. Failure to comply with

the provisions of this Subsection 8.6 shall be a material breach of this Contract.

**8.7 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT 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 re-employment list during the life of this Contract.

**8.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.8.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

**8.9 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.9.1 RESPONSIBLE CONTRACTOR**

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

**8.9.2 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 this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.9.3 NON-RESPONSIBLE CONTRACTOR**

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

### **8.9.4 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 years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or

management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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 years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.10 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 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).

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

**8.11.1** 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.

**8.11.2** 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 compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.12 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.

#### **8.13 INTENTIONALLY OMITTED**

#### **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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



## **8.15 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.16 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.

## **8.17 FORCE MAJEURE**

**8.17.1** 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 paragraph as "force majeure events").

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

## **8.18 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 the venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.19 INDEPENDENT CONTRACTOR STATUS**

- 8.19.1** This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.19.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.19.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.19.4** The Contractor shall adhere to the provisions stated in Subsection 7.5 – Confidentiality.

## **8.20 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts (“County Indemnitees”), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.21.1 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 any required endorsements shall be sent to:

Los Angeles County District Attorney's Office  
Grants and Contracts Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

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.

#### **8.21.2 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.

#### **8.21.3 CANCELLATION OF 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 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.21.4 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.

#### **8.21.5 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.

#### **8.21.6 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.

#### **8.21.7 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 affect such waiver.

#### **8.21.8 INTENTIONALLY OMITTED**

#### **8.21.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)**

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

#### **8.21.10 CLAIMS MADE COVERAGE**

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

#### **8.21.11 APPLICATION OF EXCESS LIABILITY COVERAGE**

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

#### **8.21.12 SEPARATION OF INSURED**

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

#### **8.21.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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

#### **8.21.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

### **8.22 INSURANCE COVERAGE**

**8.22.1 COMMERCIAL GENERAL LIABILITY INSURANCE** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

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

**8.22.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY:** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$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.

**8.22.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

**8.22.5 SEXUAL MISCONDUCT LIABILITY:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for



negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**8.23 INTENTIONALLY OMITTED**

**8.24 INTENTIONALLY OMITTED**

**8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

**8.25.2** The Contractor shall certify to, and comply with, the provisions of Exhibit I - Contractor's EEO Certification.

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

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

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

**8.25.6** 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 Subsection 8.25 when so requested by the County.

**8.25.7** If the County finds that any provisions of this Subsection 8.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.26 NON-EXCLUSIVITY**

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

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

**8.28 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Supervising County Contract Administrator and/or County Contract Section Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Supervising County Contract Administrator or County Contract Section Manager is not able to resolve the dispute, the District Attorney or her designee shall resolve it.

**8.29 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 Exhibit J, Internal Revenue Service Notice No. 1015.

**8.30 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 K

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

### **8.31 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit B, County's Administration and Exhibit E, Contractor's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The District Attorney or her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.32 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.

### **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those exceptions in the California Government Code Section 6250 et seq. (Public Records Act) and/or which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.33.2** 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 an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**8.33.3** Contractor shall not reveal in such document submitted to the County as set forth in this section 8.33 the identity of any child/client, employee or volunteer.

## **8.34 PUBLICITY**

**8.34.1** 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:

- The Contractor shall develop all publicity material in a professional manner; and
- 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.
- The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Contractor shall also coordinate press releases with the County and Grantor for maximum impact.

**8.34.2** 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 Subsection 8.34 shall apply.

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

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 (GAAP). To the extent permitted by law, the Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Records shall be maintained in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook

([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Agreement. Contractor shall comply with any additional record keeping requirements by the Cal OES.

Contractor shall maintain timekeeping records (to reflect personnel, salary, hours worked, location worked, and related fringe benefits/indirects), in addition to original documentation of costs (such as receipts) claimed during the project period. Original receipts must be stamped "paid."

Contractor shall maintain programmatic records of victims' services, including sign-in sheets, case record notations, telephonic contact, and email communications.

Contractor shall compile a case file for each minor victim which includes, at a minimum, informed consent, intake document, initial needs assessment, documentation of services provided, consent to treat, progress notes and a termination of services summary.

For the match, Contractor shall maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the Subrecipient for its own paid employees.

The Contractor agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, unless prohibited by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.35.1** 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, to the extent permitted by law, Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.35.2** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, to the extent permitted by law, representatives of the County may conduct an audit of the Contractor

regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.36 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.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.11- Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.38 TERMINATION FOR CONVENIENCE**

**8.38.1** County may terminate this Contract, in whole or in part, 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 ten (10) days after the notice is sent.

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

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been



terminated by such notice.

**8.38.3** 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 Subsection 8.35, Record Retention and Inspection/Audit Settlement.

## **8.39 TERMINATION FOR DEFAULT**

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

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.39.2 INTENTIONALLY OMITTED**

**8.39.3 INTENTIONALLY OMITTED**

**8.39.4 INTENTIONALLY OMITTED**

**8.39.5** The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.40 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

#### **8.41 TERMINATION FOR INSOLVENCY**

**8.41.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.41.2** The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE TO 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 the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.43 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.

#### **8.44 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.

#### **8.45 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 Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

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

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

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

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

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

#### **8.48 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 Paragraph 8.47 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall

be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.49 INTENTIONALLY OMITTED**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CHANGES AND AMENDMENT OF TERMS**

- 9.1.1** The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change Notice shall be prepared and signed by the Contractor and by the District Attorney or her designee.
- 9.1.2** For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Contractor and by the District Attorney or her designee.
- 9.1.3** The County 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 orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District Attorney or her designee.

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

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

#### **9.3 CHILD/ELDER ABUSE AND WELFARE FRAUD REPORTING**

- 9.3.1** Contractor staff working on this Contract shall comply with California Penal Code Section 11164, et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with Penal Code Sections 11166 and 11167.

- 9.3.2** Child abuse reports shall also be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.3.3** Contractor staff working on this Contract shall comply with California Welfare and Institutions Code Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.
- 9.3.4** Elder abuse reports shall also be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.3.5** Contractor staff working on this Contract shall also immediately report all suspected welfare fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

#### **9.4 SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

#### **9.5 COMPLIANCE WITH REGULATIONS**

Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)

9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

**9.5.1** Contractor shall maintain all licenses required to perform the Contract.

**9.5.2** Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

**9.5.3** Contractor certifies that the Contractor and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

## **9.6 REPORTING REQUIREMENTS**

**9.6.1** Contractor shall provide information to the County detailing the number of clients served under XC Grant funding.

**9.6.2** Contractor shall use the Performance Measurement Tool (PMT) in Excel Spreadsheet format provided by the County to track statistical information on a monthly basis.

**9.6.3** Contractor shall electronically submit (by email) the monthly PMT report in the format provided (no PDF) to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM on the 10<sup>th</sup> day of the subsequent month.

**9.6.4** Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/22 – 3/31/22, due 4/08/22

Period: 4/1/22 – 6/30/22, due 7/08/22

Period: 7/1/22 – 9/30/22, due 10/10/22

Period: 10/1/22 – 12/31/22, due 1/10/23

**9.6.5** Contractor may be required to enter information related to clients served (and partially served) under XC Grant funding for monthly statistical purposes using an electronic case/data management system provided by the County.

“Served” clients are defined as victims who received the service(s) they requested, if those services were funded by XC Grant funding.



“Partially served” clients are defined as victims who received some service(s), but not all of the services they requested, if those services were funded by XC grant funding.

- 9.6.6** Contractor may be subject to additional reporting requirements by the Grantor.

## **9.7 PROGRAM CONSIDERATIONS**

- 9.7.1** Contractor shall charge no fees to victims for services rendered.
- 9.7.2** Contractor shall provide services to all victims regardless of race, ethnicity, religion, socio-economic status, gender, sexual orientation, national origin, or immigration status.
- 9.7.3** Contractor shall develop protocols to safeguard client information, disclosing exceptions to client confidentiality therein.
- 9.7.4** Contractor shall conduct ongoing communication with the County to develop best practices, to ensure appropriate staffing and to engage in conflict resolution.
- 9.7.5** Contractor shall coordinate and cooperate with County request for site visits to Contractor’s office and/or field offices. Site visits will be conducted on a regular basis, with a minimum of one visit every six months during the Contract Term.
- 9.7.6** Contractor’s allocations and use of funds under this Contract shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the California Office of Emergency Services Subrecipient Handbook ([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Contract. Contractor shall use the Grant Funds allocated to it to support the goals and objectives of expanding and enhancing the XC program, which were submitted and approved by the Grantor as part of the application for the Grant. Contractor shall not use Grant Funds to provide long-term or short-term legal representation. Contractor agrees and acknowledges that that Grant Funds it receives will not supplant (replace) non-Federal funds.
- 9.7.7** Contractor hereby certifies that it has the legal authority to apply for the financial assistance given through the XC Grant and has the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project funded through XC Grant Funds and this Contract. Contractor shall assure that XC Grant Funds allocated to it are used for allowable, fair, and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with

any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

- 9.7.8** Contractor hereby certifies and warrants that it is an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under Section 501(a) of said Code. Contractor shall assure that Grant Funds allocated to it under this Contract are used for allowable, fair and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.
- 9.7.9** Notwithstanding anything to contrary in this Contract, Contractor shall not use any portion of the XC Grant Funds towards any part of the annual cash compensation of any employee of the Contractor whose total cash annual cash compensation exceeds 110% of the maximum salary payable to a member of the state or federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal system, for that year.

**SIGNATURES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this CONTRACT to be executed by the District Attorney or her designee and CONTRACTOR has caused this CONTRACT to be executed in its behalf by its duly authorized officer who CONTRACTOR warrants under penalty of perjury is authorized to bind this CONTRACTOR, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
GEORGE GASCÓN  
District Attorney  
County of Los Angeles

\_\_\_\_\_ Date

**1736 FAMILY CRISIS CENTER**

By: \_\_\_\_\_  
RONALD C. TROUPE  
Board President

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**  
RODRIGO A. CASTRO-SILVA  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_ 9/30/21 \_\_\_\_\_  
Date

**STATEMENT OF WORK**

**COUNTY OF LOS ANGELES  
DISTRICT ATTORNEY**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

**EXHIBIT A- STATEMENT OF WORK**

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## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance victim services in the County. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide victim services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to create a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of creating connection for people, communities, and government is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation. These shared values are encompassed in the County Strategic Plan Goal 1 (Make Investments That Transform Lives – Increasing our focus on prevention initiatives; Enhancing our delivery of comprehensive interventions; and Reforming service delivery within our justice systems). County Strategic Plan Goal 2 (Foster Vibrant and Resilient Communities – Drive Economic and Workforce Development in the County; Support the Wellness of our Communities; and Make Environmental Sustainability Our Daily Reality). County Strategic Plan Goal 3 (Realize Tomorrow's Government Today – Continually Pursue Development of Our Workforce; Embrace Digital Government for the Benefit of our Internal Customers and Communities; Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Engage and Share Information with Our Customers, Communities and Partners). This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## **1.0 INTRODUCTION**

The U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 21VCGF, 2019-V2-GX-0053 for VOCA19 and 2020-V2-GX-0031 for VOCA20, with Assistance Listing (AL) number 16.575, Subaward number XC21 04 0190, have provided financial assistance to the County in the amount of \$2,356,310 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2022 through December 31, 2022, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on November 16, 2021.

As required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such needs and challenges.

The County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant.

The VSSC determined that Domestic Violence Shelters in Los Angeles County, as defined by Welfare and Institutions Code section 18290 et. seq., were underfunded and that distribution of XC Grant funds to these Domestic Violence Shelters would improve services. The Contractor is a Domestic Violence Shelter, as defined by Welfare and Institutions Code section 18290 et. seq., located in the County of Los Angeles and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to support the XC Grant and shall provide such services as more fully set forth in this Contract and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Contract.

The County and the Contractor each desires to execute this Contract as authorized by the Board of Supervisors on November 16, 2021.

## **2.0 MANDATED PROGRAM REQUIREMENTS**

- 2.1** The Mandated Program Requirements define the minimum required tasks for the provision of Shelter-Based services to victims of domestic violence. Contractor is obligated to provide the services and follow the requirements described herein.
- 2.2** The term of this Agreement shall commence on January 1, 2022, and end December 31, 2022 (the "Term"), and any additional period of time as is required to complete any necessary Grant close-out activities. Said Term is subject to the provisions herein. Performance shall not commence until the Contractors has obtained the County's approval of the insurance required in section 8 herein.
- 2.3** The Contract shall provide the services set forth in, and in accordance with this section and the Budget and Budget Narrative ("Budget") as set forth in Exhibit C attached hereto and made a part hereof. All work is subject to prior County approval in writing. Failure to receive approval may result in withholding compensation pursuant to section 9. Contractor warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Grant funds. Contractor further warrants that such written authorization specifies that Contract and the governing board or authorized body agree:
  - 2.3.1** To provide all matching funds required under the Grant and that any cash match will be appropriated as required.
  - 2.3.2** That any liability arising out of the performance of this Agreement shall be the responsibility of Contractors and the governing board or authorized body.
  - 2.3.3** That Grant funds shall not be used to supplant expenditures controlled by the governing board or authorized body.
  - 2.3.4** That the official executing the Agreement is, in fact, authorized to do so. Contractor shall maintain this proof of authority on file and make it readily available upon demand.



## **2.4 PROJECT OVERVIEW**

- 2.4.1** The funding for this project is from the XC Grant; 1736 Family Crisis Center is receiving funding as a subrecipient of this grant.
  - 2.4.1.1** The total project cost shall not exceed \$83,618 and will pay for personnel and operating expenses as outlined in the attached Budget.
  - 2.4.1.2** During the Contract Term, Contractors shall receive Grant funding in the amount of \$72,000.
  - 2.4.1.3** During the Term, Contractor shall be required to meet a required VOCA match of 20 percent of the program total, which is \$11,618, with an option for a match waiver up to 100 percent which would reduce the required match to \$0.
  - 2.4.1.3.1** Contractor shall meet the match through either In-Kind or Cash contributions, or a combination of both, and such match shall not be reimbursed by Grant funds.
- 2.4.2** The purpose of the Contractor's work under this Contract is to address unmet gaps and needs in direct services to victims by increasing services to address the emotional and practical needs of victims of domestic violence.
- 2.4.3** The Contractor understands that the County may have, or subsequently enter into, other contracts with service providers for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractors to provide all contracted services identified in this agreement.

## **2.5 SCOPE OF WORK**

- 2.5.1** Within the context of the above, Contractor shall provide the following services described herein to victims of domestic violence and make every effort to provide culturally and linguistically appropriate services.
  - 2.5.1.1** Contractor shall provide victim services to victims of domestic violence. Per the VOCA Final Program Guidelines, "services" are defined as (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security (i.e., boarding-up broken windows and replacing locks.)
- 2.6** Services will be provided at the Contractor's primary place of business, located at 2116 Arlington Avenue, Suite 200, Los Angeles, CA 90018, unless provisions for services are requested off-site to meet the needs of the victim.

- 2.7** Contractor shall provide a client-centered service delivery model to ensure the reduction of barriers for victims in need of services, such as transportation and child care activities to generate a supportive system of care.
- 2.8** Contractor shall provide services for victims with disabilities and others with access and functional needs, ensuring equality of services to victims with special needs.
- 2.9** Consistent with Welfare and Institutions Code section 18293 through 18307, Contractor shall ensure the following:
- 2.9.1** Contractor shall operate a domestic violence shelter 24 hours a day, seven days a week, at a site that is physically located in Los Angeles County.
  - 2.9.2** Contractor shall receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any State or County funds.
  - 2.9.3** Contractor shall make every attempt to qualify the Domestic Violence Shelter for any available federal funding.
  - 2.9.4** Contractor's primary function shall be to administer Domestic Violence Shelter services.
  - 2.9.5** Contractor shall provide the following basic services to victims of domestic violence and their children:
    - a) Shelter on a 24 hours a day, seven days a week basis.
    - b) A 24 hours a day, seven days a week telephone hotline for crisis calls.
    - c) Temporary housing and food facilities.
    - d) Psychological support and peer counseling provided in accordance with section 1037.1 of the Evidence Code.
    - e) Referrals to existing services in the community.
    - f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
    - g) Arrangements for school age children to continue their education during their stay at the Domestic Violence Shelter.
    - h) Emergency transportation as feasible.
  - 2.9.6** Contractor shall provide, to the extent possible, and in conjunction with already existing community services, a method of obtaining the following services for the victims of domestic violence:
    - a) Medical care.
    - b) Legal Assistance.
    - c) Psychological support and counseling.
    - d) Information regarding other available social services.
  - 2.9.7** Contractor shall demonstrate the following:

- a) Ability to serve a variety of cultural backgrounds.
  - b) Provide a list identifying its bilingual personnel and the language spoken.
  - c) Efforts made to recruit formerly battered persons as staff members.
- 2.9.8** Contractor's staff shall meet the requirements set forth in California Evidence Code section 1037.1.
- 2.9.9** Contractor shall train and use volunteers to the maximum capacity in the delivery of domestic violence shelter-based program services. Contractor shall certify all volunteers have met the training requirements set forth in California Evidence Code section 1037.1.
- 2.9.10** Contractor shall work with social service agencies, schools and law enforcement agencies in an advocacy capacity for those served by the Domestic Violence Shelter.
- 2.9.11** Contractor shall certify that it will attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

### **3.0 STAFFING**

- 3.1** Contractor's staff shall adhere to the standards set forth in Welfare and Institutions Code section 18290 *et seq.*
- 3.2** Contractor shall operate continuously throughout the entire term of this Contract.
- 3.4** All Contractors' staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 3.5** Contractor shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Contractor staff shall be bilingual.
- 3.6** To the extent feasible, Contractor shall provide services to persons with a physical disability who are victims of domestic violence. If the Contractor cannot provide the services, then the Contractor shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- 3.7** Contractor's staff designated to create and submit invoices shall complete the Contract Invoicing System training required by the County.

### **4.0 REPORTING REQUIREMENTS**

During the Term of this Agreement, Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/22 – 3/31/22, due 4/08/22

Period: 4/1/22 – 6/30/22, due 7/08/22

Period: 7/1/22 – 9/30/22, due 10/10/22

Period: 10/1/22 – 12/31/22, due 1/10/23

## **5.0 CHARGES TO PARTICIPANTS**

Contractor shall provide Domestic Violence Shelter services at **NO COST** to Participants.

## **6.0 OTHER REQUIREMENTS**

### **6.1 ORIGINAL PUBLICATIONS**

Original publications (written, visual, or sound) produced in whole or in part must contain the following statement: “Funding made possible through the United States Department of Justice, Victims of Crime Act, 21VCGF, 2019-V2-GX-0053 and 2020-V2-GX-0031,” All job announcements must indicate that Contractor is an Equal Employment Opportunity Employer.

### **6.2 USE OF COUNTY SEAL AND DISTRICT ATTORNEY DEPARTMENT LOGO**

Contractor shall not use or display the official seal of the County or the District Attorney Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **6.3 LOCATION OF SERVICES**

**6.3.1** Contractor shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

**6.3.2** Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

**6.3.3** Contractor shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any

kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

## **7.0 MONITORING**

Annually, Contractor shall certify that 1736 Family Crisis Center meets the Mandated Program Requirements set forth in Section 2.0 herein and the staffing requirements set forth in Section 3.0. District Attorney shall annually evaluate Contractor's compliance with the other requirements of the Contract. District Attorney shall not require Contractor to provide any information in violation of Welfare and Institutions Code section 18301. In lieu of providing such information, the Contractor shall certify under penalty of perjury that the Contractor is in compliance with the relevant Contract provisions.

### **7.1 HEALTH AND FIRE INSPECTIONS**

Contractor understands and agrees that County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Contractor's service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Contractor shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Contractor shall forward a copy of the Health or Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

### **7.2 INSPECTIONS**

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections at any Shelter site(s) that house and provide Domestic Violence Shelter-based services.

### **7.3 CLEAN AND SAFE FACILITIES**

Contractor understands and agrees that, for the duration of this Contract, Contractor shall ensure that each Contractor facility (shelter location) and environment (e.g. beds, living area, bathrooms, kitchen etc.) for the Clients is clean and safe. Failure to do so will result in the termination of this contract pursuant to Section 8.39, Termination For Default.

## **8.0 QUALITY CONTROL PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- A. Method of monitoring to ensure that Contract requirements are being met;
- B. Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- C. A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- D. Data collection and monitoring systems to ensure that services are equitable for all participants.



**COUNTY'S ADMINISTRATION**

CONTRACT NO. LADA – XC GRANT – SUBRECIPIENT – DV – 1 – 2022

**COUNTY CONTRACT SECTION MANAGER:**

Name: Michele Daniels  
Title: Director, Bureau of Victim Services, Los Angeles County District Attorney's Office  
Address: 1000 South Fremont Avenue Unit 36, Building A9E, Suite E9150  
Alhambra, CA 91803  
Telephone: 626-514-1235 Facsimile: 626-281-1057  
E-Mail Address: mdaniels@da.lacounty.gov

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: Tony Sereno  
Title: Director, Bureau of Administrative Services, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2774 Facsimile: 213-633-0906  
E-Mail Address: tsereno @da.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Michael Au-Yeung  
Title: Chief, Budget and Fiscal Services Division, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2832 Facsimile: 213-633-0906  
E-Mail Address: mau-yeung@da.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Lam Tran  
Title: XC Grant Analyst, Bureau of Administrative Services, Grants and Contracts Section, Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: 213-257-2806 Facsimile: 213-633-0906  
E-Mail Address: lamtran@da.lacounty.gov

## CONTRACTOR'S ANNUAL BUDGET



Subrecipient: 1736 Family Crisis Center		Grant Subaward #: XC21 DV-2021			
A. Personnel Costs	Provide description and calculation	21VCGF	19VOCA	20VOCA	Total Amount Allocated
Program Coordinator:	Provide client counseling / case management / advocacy / administration / management of shelter cases and activities \$54,410.00/mo. x 1 shift x 12 months = 6%		\$1,900	\$1,300	\$3,200
Assistant Program Coordinator:	Provide client counseling / case management / advocacy / assistance / life skills / work with shelter staff to maintain safety and security \$33,900/mo. x 1 Shift x 12 months = 10%		\$4,800	\$1,200	\$6,000
Case Manager:	Provide case management, life skills ed, parenting ed counseling, advocacy, referrals. \$37,600/mo. x 1 Shift x 12 months = 10%			\$4,300	\$4,300
Residential Case Manager (RCM):	Provide crisis intervention, oversee all client activities, client supervision, provide advocacy services, handle shelter charges as directed by the program coordinator. \$7,980/mo. x 1 Shift x 12 months = 100%	\$1,272	\$6,580	\$1,716	\$36,392
	Employee Benefits				
Health Insurance		\$1,772	\$1,840	\$1,346	\$4,112
Workers Compensation Insurance		\$276	\$307	\$181	\$684
Employee's Medical		\$1,636	\$1,078	\$595	\$3,310
Compensated Absence		\$1,497	\$1,464	\$460	\$3,178
Paidtime - Oves		\$1,184	\$1,272	\$337	\$2,747
	Total Salaries \$34,342 + 40% Benefits = \$13,737				
Personnel Costs Fund Source Totals		\$23,714	\$21,461	\$3,903	\$49,078
PERSONNEL COSTS CATEGORY TOTAL					\$49,078



Subproject: 1724 Family Care Center		Grant Subaward #: XC21 DV-0021		
B. Operating Costs - Line-Item description and justification	21VCOF	1FVOCA	20VOCA	Total Amount Allocated
<b>Client Needs</b> e.g., clothing, household items, educational and recreational supplies, appliances, furnishings, etc.				
\$206.33/Month x 12 Months		\$1,950	\$600	\$2,550
<b>Facility Rent</b> (1st @ .85 Fl x 12 sqft/Ft <sup>2</sup> x \$1.75/sqft x 12 months)			\$1,910	\$2,200
<b>Insurances (Liability and Property)</b> \$133.33/Month x 12 Months		\$1,200	\$400	\$1,600
<b>Leases (Copier and Fax)</b> \$58.33/Month x 12 Months		\$300	\$400	\$700
<b>Maintenance - Shelter Repairs/Equipment</b> \$116.66/Month x 12 Months	\$685	\$715		\$1,400
<b>Mileage and Parking</b> (Tot. @ 29.76 miles x \$0.36/miles x 12 months)		\$100	\$100	\$200
<b>Office Supplies</b> \$236.75/Month x 12 Months		\$7,157	\$609	\$2,841
<b>Telephone/Telecommunications</b> \$133.33/Month x 12 Months	Setu	\$800		\$1,600
<b>UTILITIES</b> \$133.33/Month x 12 Months		\$800	\$800	\$1,600
<b>Postage/Shipping</b> \$70/Month x 12 Months		\$1,200	\$300	\$1,500
At 15% of Modified Total Direct Cost (MTDC) as captured by our Cognizant Agency the United States Department of Housing and Urban Development (HUD), total Cost including Facility Rent and Equipment Lease \$46,000 x 15% indirect Cost \$/6,900	\$3,350	\$4,385	\$1,292	\$9,027
Operating Cash Fund Source Totals	\$4,815	\$4,389	\$4,717	\$23,921
<b>OPERATING COSTS CATEGORY TOTAL</b>				\$23,921

Grant Subaward Budget Pages Multiple Fund Sources - Cal CCS 2-10(a) (Revised 10/2020)

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)

Grant Subaward Budget Pages  
Multiple Fund Sources

Subrecipient: 1736 Family Crisis Center		Grant Subaward	
C. Equipment Costs - Line-Item description and calculation	21VCGF	19VOCA	20VOCA
<b>Equipment Costs Fund Source Totals</b>			
<b>EQUIPMENT COSTS CATEGORY TOTAL</b>			

<b>Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet</b>	<b>Fund Source 1</b>	<b>Fund Source 2</b>	<b>Fund Source 4</b>
<b>Fund Source Totals</b>	<b>\$25,529</b>	<b>\$35,851</b>	<b>\$10,620</b>

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a [Revised 10/2020]

## SAMPLE INVOICE FORMAT

COUNTY OF LOS ANGELES

DISTRICT ATTORNEY'S OFFICE

## REPORT OF EXPENDITURES AND REQUEST FOR FUNDS

Mail To: Los Angeles County District Attorney's Office  
Grant and Contract Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

1. Subrecipient:	2. Implementing Agency:	3. Subaward Number:
	District Attorney Office	
4. Program Title:	5. Payment Type:	6. Billing Period:
County Victim Services (XC) Program	Reimbursement	to
7. Payment Mailing Address (Zip+4):	8. Contact Person:	9. Phone Number/E-mail Address:

	Funding Source	Funding Source	Funding Source	Funding Source	Funding Source	
(10) Funding Year		2019	2020			
(11) Federal/ State Fund Source	21VCGF	VOCA	VOCA			
<b>Category-Request Enter amount expended including match, i.e. \$1,000 expenditure + \$250 Match = \$1,250</b>						
(A) Personal Services (+)						\$0
(B) Operating Expenses (+)						\$0
(C) Equipment (+)						\$0
<b>Category - Match Enter Match as a negative, i.e. -250</b>						
(A) Personal Services (-)						\$0
(B) Operating Expenses (-)						\$0
(C) Equipment (-)						\$0
<b>Advance - Recouped Enter Advance as a negative, i.e. -1000</b>						
(A) Personal Services (-)						\$0
(B) Operating Expenses (-)						\$0
(C) Equipment (-)						\$0
<b>Total to be Paid</b>	\$0	\$0	\$0	\$0	\$0	\$0

(13) By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Typed Name	Signature	Date
Financial Officer		
Project Director		

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** 1736 Family Crisis Center

CONTRACT NO. LADA – XC GRANT – SUBRECIPIENT – DV – 1 – 2022

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Carol A. Adelkoff

Title: CEO and Executive Director

Address: 2116 Arlington Ave, Suite 200, Los Angeles, CA 90018-1353

Telephone: 323-737-3900 ext. 300

Facsimile: 323-737-3993

E-Mail Address: carol.adelkoff@gmail.com

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

Name: Martin Martinez

Title: Finance Director/Controller/Contract Associate

Address: 2116 Arlington Ave, Suite 200, Los Angeles, CA 90018-1353

Telephone: 323-737-3900 ext. 213

Facsimile: 323-737-3993

E-Mail Address: mmartinez@1736fcc.org

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Name: Carol A. Adelkoff

Title: CEO and Executive Director

Address: 2116 Arlington Ave, Suite 200, Los Angeles, CA 90018-1353

Telephone: 323-737-3900 ext. 300

Facsimile: 323-737-3993

E-Mail Address: carol.adelkoff@gmail.com

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

Name: Jamila Moore, M. Ed., Esq.

Title: Director of Contracts and Records

Address: 2116 Arlington Ave, Suite 200, Los Angeles, CA 90018-1353

Telephone: 323-737-3900 ext. 265

Facsimile: 323-737-3993

E-Mail Address: jmoore@1736fcc.org

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: 1736 Family Crisis Center

Contract No LADA – XC GRANT – SUBRECIPIENT – DV – 1 – 2022

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

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

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

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



## **CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: 1736 Family Crisis Center

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

Contract No.: LADA – XC GRANT – SUBRECIPIENT – DV – 1 – 2022

### **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 Master Agreement. 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 contract as a condition of my work to be provided by my employer for the County. I have read this contract 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 contract 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 Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name: 1736 Family Crisis Center

Non-Employee Name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_

County Contract No.: LADA – XC GRANT – SUBRECIPIENT – DV – 1 – 2022

**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 Master Agreement.

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 Master Agreement. 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 contract as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this contract and have taken due time to consider it prior to signing.

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

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

I agree to report to the above-referenced Contractor any and all violations of this contract 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: \_\_\_\_\_

**Jury Service Ordinance**  
**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**203.010 Findings:**

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

**2.203.020 Definitions:**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full-time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

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

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
  - b. Participated in any way in developing the contract or its service specifications; and**
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by this certification by the submitting department, district or agency that the provisions of this section have not been violated.

1736 Family Crisis Center

Contractor Name

\_\_\_\_\_  
Vendor Official Title

\_\_\_\_\_  
Official's Signature

**CONTRACTOR'S EEO CERTIFICATION**1736 Family Crisis Center

Company Name

2116 Arlington Avenue, Suite 200, Los Angeles, CA 90018-1353

Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor 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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Name and Title of Signer (please print)

## INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2016)

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

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

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

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

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

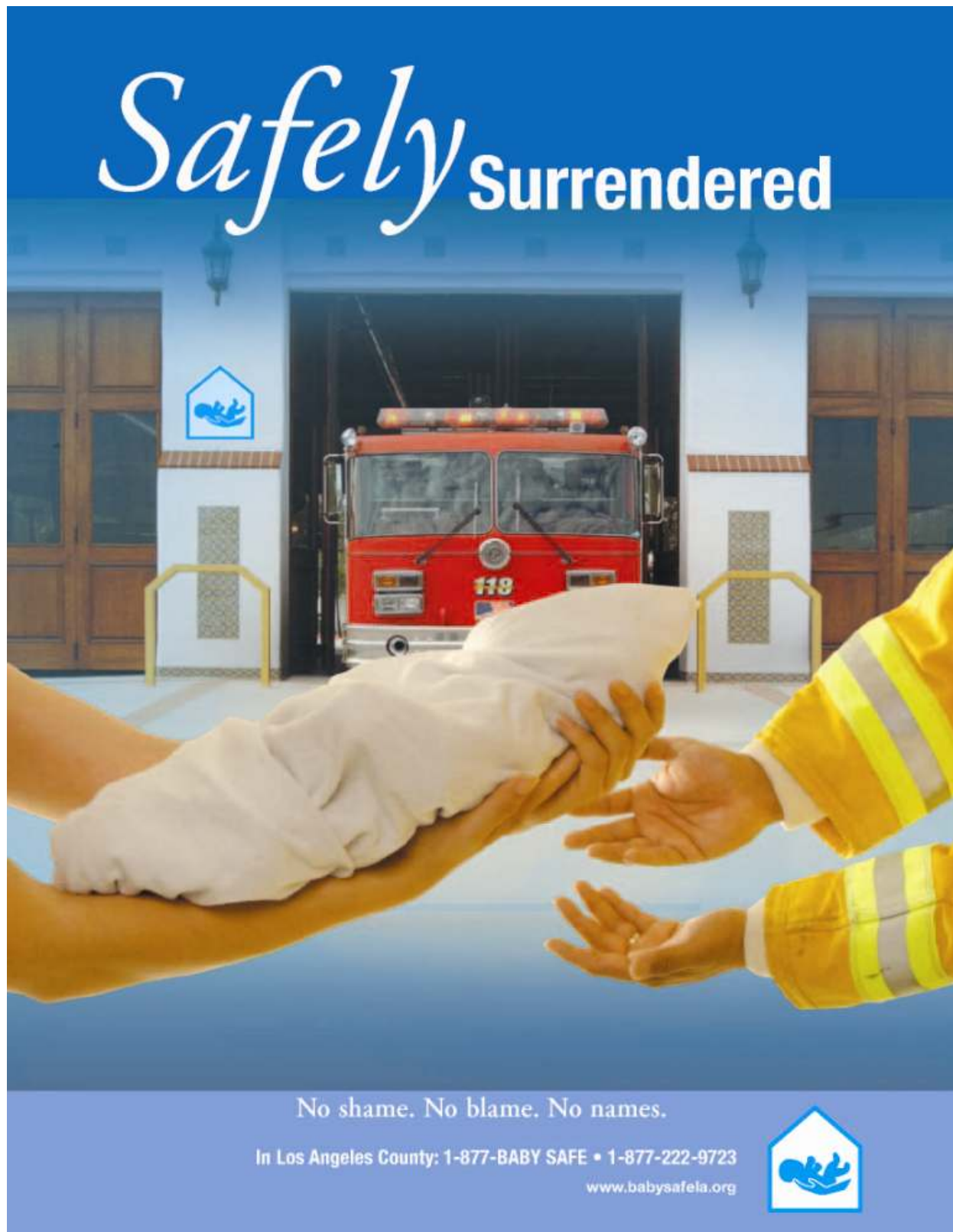
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

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

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)  
Cat. No. 205991

SAFELY SURRENDERED BABY LAW



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

### 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?

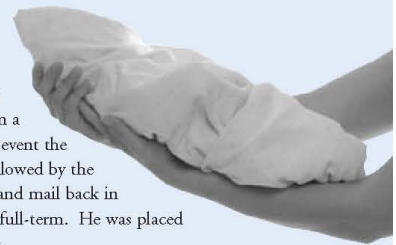
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### 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)



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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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?

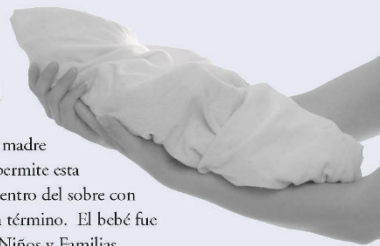
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿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.



**CHARITABLE CONTRIBUTIONS CERTIFICATION**1736 Family Crisis Center

Company Name

2116 Arlington Avenue, Suite 200, Los Angeles, CA 90018-1353

Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

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

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

☐ 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 Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

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

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Name and Title of Signer (please print)

## DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: 1736 Family Crisis Center		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		Email address:
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:	Title:
Signature:	Date:

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DISTRICT ATTORNEY**

**AND**

**ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL**

**FOR**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**



**CONTRACT PROVISIONS  
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- A Statement of Work
- B County's Administration
- C Contractor's Annual Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee, and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES,  
DISTRICT ATTORNEY  
AND  
COURT APPOINTED SPECIAL ADVOCATES  
FOR  
RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

This Contract and Exhibits are made and entered into by and between the County of Los Angeles, District Attorney hereinafter referred to as "County" and CASA of Los Angeles, a California non-profit corporation hereinafter referred to as "Contractor," to receive subrecipient grant funds from the California Governor's Office of Emergency Services through the County Victim Services (XC) Program to provide Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System.

**RECITALS**

WHEREAS, the U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 21VCGF, 2019-V2-GX-0053 for VOCA19 and 2020-V2-GX-0031 for VOCA20, with Assistance Listing (AL) number 16.575, Subaward number XC21 04 0190, have provided financial assistance to the County in the amount of \$2,356,310 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2022 through December 31, 2022, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on November 16, 2021; and

WHEREAS, as required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such unmet gaps and needs; and

WHEREAS, the County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant; and

WHEREAS, Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System were identified by the VSSC, and approved by Cal OES in the XC Grant application submitted by the County, as victim service providers in need of additional funding to fill unmet needs/gaps in service; and

WHEREAS, the Contractor is a Rape Crisis Center located in the County of Los Angeles which currently meets the definition set forth in Penal Code section 13837 and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to provide such services and VOCA matching funds as more fully set forth in this Agreement and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the County and the Contractor each desires to execute this Agreement as authorized by the Board of Supervisors on November 16, 2021;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

### **Exhibits:**

- A Statement of Work
- B County's Administration
- C Contractor's Program Budget
- D Sample Invoice Format
- E Contractor's Administration
- F Contractor, Employee and Non-Employee Acknowledgement and Confidentiality Agreements
- G Jury Service Ordinance
- H Certification of No Conflict of Interest
- I Contractor's EEO Certification
- J Internal Revenue Service Notice 1015
- K Safely Surrender Baby Law
- L Contractor's Charitable Activities Compliance
- M Defaulted Tax Property Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral,

and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 9.1 – Changes and Amendments of Terms and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

### **2.1 INTENTIONALLY OMITTED**

**2.2 CONTRACTOR:** A Proposer who has entered into a contract with the County to perform work described in the contract and Statement of Work.

**2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

**2.4 COUNTY CONTRACT ADMINISTRATOR (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.

**2.5 COUNTY CONTRACT PROGRAM MONITOR (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.

**2.6 COUNTY CONTRACT SECTION MANAGER:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.

**2.7 DAY(S):** Calendar day(s) unless otherwise specified.

**2.8 DEPARTMENT OR DISTRICT ATTORNEY:** The Los Angeles County District Attorney or her designee.

### **2.9 INTENTIONALLY OMITTED**

**2.10 SEXUAL ASSAULT:** See definition set forth in Evidence Code section 1036.2.

**2.11 FISCAL YEAR (FY):** The twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>.

**2.12 PARTICIPANT:** A victim of Sexual assault who receives services under this Contract.

**2.13 SERVICE PERIOD:** The time of the signing of this contract by both parties through December 31, 2022.

**2.14 INTENTIONALLY OMITTED**

**2.15 STATEMENT OF WORK (SOW):** A written description of tasks and/or deliverables to be provided by Contractor under this Contract.

**2.16 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.

**3.0 WORK**

**3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform all necessary activities involved in providing Rape Crisis Center-Based Program services as set forth in Exhibit A, Statement of Work - Rape Crisis Center-Based Program, and this Contract as set forth herein.

**3.2** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

**3.3** Contractor shall initiate and complete deliverables and milestones within the applicable time frame after receipt of approval for such tasks from the County. The County and Grantor may grant extensions to the time of performance for specific deliverables or milestones at its sole discretion. Any request by Contractor to extend the time of performance for a project must be made in writing to the County. All extension requests must be approved by the County and the Grantor in writing during the term of this Agreement to be effective.

**4.0 TERM OF CONTRACT**

**4.1** This Contract is effective when both parties sign this Contract. This Contract shall expire on December 31, 2022 unless sooner terminated, in whole or in part, as provided herein.

**4.2** 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.

**4.3 INTENTIONALLY OMITTED**

**4.4** Contractor shall not charge participants any fees/cost for any services provided to the participant under this Contract.

**5.0 CONTRACT SUM/COMPENSATION**

**5.1** The XC Program Rape Crisis Center subrecipient amount is \$32,975 for 21VCGF fund, \$46,307 for VOCA19 and \$13,718 for VOCA 20 totaling \$93,000 with a required VOCA match of 20 percent of the program total -- \$15,007 with an option for a match waiver up to 100 percent which would reduce the required match to \$0 -- to be provided by the Contractor in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook ([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Agreement. The 21VCGF funds must be fully expended prior to the VOCA19 funds and the VOCA19 funds must be fully expended prior to the VOCA20 funds. The County shall not be liable for any expenses not allowed by Cal OES. Contractor shall comply with any additional requirements set by the Cal OES. The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the XC Program change, the County may change the maximum amount as set forth by amendment to this Contract.

**5.2 INTENTIONALLY OMITTED**

**5.3** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.4 INTENTIONALLY OMITTED**

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

**5.6 INVOICES AND PAYMENTS**

**5.6.1** Reimbursement requests must be submitted to the County on a monthly basis for expenses that were incurred in the previous month, accompanied by supporting documentation. Contractor shall invoice County no later than 15 days after the month service was rendered, using the XC Report of Expenditures and Request for Funds, and Supporting Documents Checklist, which shall be provided to the Contractor by the County.



**5.6.2** Invoices under this Contract shall be submitted to the XC Grant Administrative Coordinator.

Contractor shall prepare, maintain, and provide to the XC Grant Administrative Coordinator, via email, the completed Report of Expenditures and Request for Funds form (signed by Contractor's Executive Director, or equivalent), along with the Supporting Documents Checklist form and all supporting documentation relating to both expenditures and the VOCA programmatic match, including, but not limited to, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement and the required VOCA programmatic match, no later than 5:00 PM on the 15<sup>th</sup> day of the subsequent month. All such supporting documentation shall satisfy applicable federal, state and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Contractor, and the County will not reimburse the Contractor for any costs incurred for such preparation.

The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.

The County will notify Contractor in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to Contractor for revision and shall be accepted by the County when such forms are accurate and complete. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

**5.6.2.1** Contractor and the County have previously completed a mutually approved Budget attached hereto as Exhibit C and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Contractor shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. It is understood that the County makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the County. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

**5.6.2.2** The County shall disburse to Contractor as consideration for the services to be provided by Contractor as set forth in this

Agreement its allocated Grant amount not to exceed \$93,000 to be used solely in accordance with the Budget attached as Exhibit C. Such compensation shall be used in strict accordance with the Budget attached as Exhibit C. Contractor shall provide a VOCA programmatic match in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook ([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Agreement.

**5.6.2.3** The foregoing rate represents the total compensation and reimbursement to be paid by County to Contractor for all services to be performed and costs incurred by Contractor pursuant to this Agreement.

**5.6.2.4** The disbursement shall be on a reimbursement basis only.

**5.6.2.5** Contractor must account separately for all interest income earned from the Grant Funds. In accordance with Grantor guidelines and 2 CFR Part 200, interest earned on Grant Funds must be reported and returned to the County. Contractor will maintain records of and account for any interest earned on Grant Funds. Contractor shall promptly return to the County all grant funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the grant funds allocated to Contractor is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the County.

**5.6.2.6** Any request by Contractor to modify the Budget must be made in writing and must be approved in writing by the County and the Grantor during the term of this Agreement for such modification to be approved. In addition, any modifications to the Budget will only be deemed approved if Contractor's request for the modification is submitted to County in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the County. Contractor shall not expend any Grant Funds or incur any expenses that are to be reimbursed by Grant Funds in accordance with any contemplated modification of the Budget prior to such modification being approved in accordance with the provisions of this paragraph. Any of Contractor's expenses so incurred prior to the approval of a Budget modification, or any of Contractor's expenses incurred that are not in strict accordance with an approved modified Budget or are incurred after the Term of this Agreement, shall be disallowed for reimbursement by Grant Funds

under this Agreement. The County and the Grantor shall have the right, in each of their sole discretions, to decline any Budget modification requests, including any such requests untimely made. Contractor shall not submit requests for Budget modification more than twice a year.

**5.6.2.7** The Contractor understands and agrees that it may not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County or obligate the County to make payments of any costs or expenses, unless authorized in an approved Budget.

#### **5.6.3.1 INTENTIONALLY OMITTED**

**5.6.4 COUNTY APPROVAL OF INVOICES:** All invoices submitted by Contractor must receive the written approval of County Contract Administrator.

**5.6.5 WITHHOLDING OF PAYMENT:** Payments to the Contractor will be made monthly provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate invoice. If Contractor fails to submit accurate, complete, and timely invoices, the County may withhold payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

**5.6.5.1** The County may withhold XC Grant funds and/or disallow expenditures anytime the project fails to comply with any term or condition of the Agreement. This may include, but is not limited to, the following:

Failure to submit the required Progress Reports in a timely manner;

Failure to submit the final reports from previous projects in a timely manner;

Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;

Inadequate maintenance of accounting records;

Failure to submit proof of bond coverage in a timely manner;

Failure to cooperate with or admit Cal OES staff or representatives (e.g., Program Specialists; Unit, Section, or Branch Chiefs, Monitors, et. al.) to review program and/or fiscal records; and/or

Failure to pay costs disallowed by Cal OES according to payment terms agreed to by the Contractor and in a timely manner.

County reserves the right to unilaterally decrease funds allocated to Contractor as set forth herein in the event that the County determines, in its sole discretion, that the Contractor has failed to provide adequate and satisfactory services as required in this Agreement.

**5.6.6 DELAY OF PAYMENT:** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.

## **5.7 ANNUAL FISCAL REPORT**

Contractor shall maintain its account as prescribed by the Generally Accepted Accounting Principles (GAAP). Contractor shall maintain annual Fiscal reports as prescribed by GAAP.

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

A listing of all County Administration referenced in the following Subsections are designated in Exhibit B. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 COUNTY CONTRACT SECTION MANAGER (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Contractor. The CSM, or designee, is the approving authority for invoices.

### **6.2 COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**

The County's SCCA is the person assigned to:

- 6.2.1** Oversee the overall management and coordination of the operations of this Contract; and
- 6.2.2** Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

### **6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Contractor to contact with any questions.

**6.3.1** The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on

request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the service;

- coordinating and monitoring the work of Contractor personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Contract;
- providing direction to Contractor in the areas relating to County policy, information requirements, invoicing requirements, and procedural requirements.

#### **6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor. The CPM reports to the CCA.

### **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 CONTRACTOR'S PROJECT MANAGER**

**7.1.1** Contractor's Project Manager is designated in Exhibit E. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of such change.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

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

**7.2.1** Contractor's Authorized Official(s) are designated in Exhibit E. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s) within five (5) business days of such change.

**7.2.2** Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor.

#### **7.3 INTENTIONALLY OMITTED**

#### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

For the duration of this contract, Contractor agrees to maintain the same standard for background and security investigations as were in effect at the inception of the contract.

#### **7.5 CONFIDENTIALITY**

**7.5.1** 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, the Federal Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.

**7.5.1.1** Contractor employees (staff, counselors, and volunteers) shall be thoroughly trained on how to maintain client confidentiality and related laws.

**7.5.1.2** Contractor staff and volunteers providing direct services to children exposed to violence shall adhere to the strictest levels of confidentiality as defined in the statutes and regulations mandated by California Law, the code and ethics of the American Association of Marriage and Family Therapists, California Association of Marriage and Family therapy, the National Association of Social Workers and Subrecipient policies and procedures.

**7.5.1.3** These standards of confidentiality oblige the Contractor NOT to discuss information about a client, including the content of any information received by, from, or about the client, and even the fact of the existence of a professional relationship with Contractor, except under a few exceptional circumstances as specifically required by law. These circumstances are when there is: 1) A serious threat of harm to a reasonably identifiable victim, 2) In the cases of child maltreatment, or 3) Abuse of elders or dependent adults. Any such disclosures are only made following consultation with a Licensed Clinician and or legal counsel.

**7.5.1.4** Subrecipient employees (staff and volunteers) shall create, maintain, store, transfer, and dispose of client records in ways that protect confidentiality and are in accordance with applicable regulations or laws.

**7.5.1.4.1** All records shall be kept in locked cabinets that are stored within locked offices at Contractor's premises. Clinical records shall not be removed from Contractor's premises.

**7.5.1.4.2** Contractor shall take reasonable steps to ensure that documentation in records is accurate, limited, and accurately reflects the services provided.

**7.5.1.4.3** The information shared by clients and/or maintained in client records belongs to the client and shall not be shared without permission granted through a formal release of information and approval by a supervisor.

- 7.5.2** 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 Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 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.
- 7.5.3** Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4** Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Contract," Exhibit F.
- 7.5.5** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F.
- 7.5.6** Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1** 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, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the 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 any claims which the Contractor may have against the County.

- 8.1.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.3** 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.

## **8.2 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.

## **8.3 COMPLAINTS**

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

- 8.3.1** Within 15 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.3.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.3.3** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.

- 8.3.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.3.5** The Contractor shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.3.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.3.7** Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

#### **8.4 COMPLIANCE WITH APPLICABLE LAW**

- 8.4.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.4.2** 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 Paragraph 8.4 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.

#### **8.4.3 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 I – Contractor's EEO Certification.

## **8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

**8.5.1 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 G, Jury Service Ordinance and incorporated by reference into and made part of this Contract.

### **8.5.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "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 the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

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

## **8.6 CONFLICT OF INTEREST**

- 8.6.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.6.2** **The Contractor shall comply with all conflict of interest laws, ordinances,** and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances and completion of Exhibit H, Certification of No Conflict of Interest. Failure to comply with the provisions of this Subsection 8.6 shall be a material breach of this Contract.

**8.7 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT 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 re-employment list during the life of this Contract.

**8.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.8.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

**8.9 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.9.1 RESPONSIBLE CONTRACTOR**

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

**8.9.2 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 this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

**8.9.3 NON-RESPONSIBLE CONTRACTOR**

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

violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

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

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 years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.10 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 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).

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

**8.11.1** 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.

**8.11.2** 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 compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC



Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.12 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.

#### **8.13 INTENTIONALLY OMITTED**

#### **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

#### **8.15 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to

Subsection 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.16 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.

#### **8.17 FORCE MAJEURE**

**8.17.1** 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 paragraph as "force majeure events").

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

#### **8.18 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 the venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.19 INDEPENDENT CONTRACTOR STATUS**

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

- 8.19.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.19.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.19.4** The Contractor shall adhere to the provisions stated in Subsection 7.5 – Confidentiality.

## **8.20 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts (“County Indemnitees”), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.21.1 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 any required endorsements shall be sent to:

Los Angeles County District Attorney's Office  
Grants and Contracts Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

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.

#### **8.21.2 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.

#### **8.21.3 CANCELLATION OF 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 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.21.4 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.

#### **8.21.5 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.

#### **8.21.6 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.

#### **8.21.7 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 affect such waiver.

**8.21.8 INTENTIONALLY OMITTED**

**8.21.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)**

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

**8.21.10 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 years following Contract expiration, termination or cancellation.

**8.21.11 APPLICATION OF EXCESS LIABILITY COVERAGE**

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

**8.21.12 SEPARATION OF INSURED**

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

**8.21.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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

**8.21.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

## **8.22 INSURANCE COVERAGE**

**8.22.1 COMMERCIAL GENERAL LIABILITY INSURANCE** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

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

**8.22.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY:** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$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.

**8.22.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

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



**8.23 INTENTIONALLY OMITTED**

**8.24 INTENTIONALLY OMITTED**

**8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.25.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.25.2** The Contractor shall certify to, and comply with, the provisions of Exhibit I - Contractor's EEO Certification.
- 8.25.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.25.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.25.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.25.6** 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 Subsection 8.25 when so requested by the County.
- 8.25.7** If the County finds that any provisions of this Subsection 8.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition,

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

**8.26 NON-EXCLUSIVITY**

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

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

**8.28 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Supervising County Contract Administrator and/or County Contract Section Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Supervising County Contract Administrator or County Contract Section Manager is not able to resolve the dispute, the District Attorney or her designee shall resolve it.

**8.29 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 Exhibit J, Internal Revenue Service Notice No. 1015.

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

### **8.31 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit B, County's Administration and Exhibit E, Contractor's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The District Attorney or her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.32 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.

### **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those exceptions in the California Government Code Section 6250 et seq. (Public Records Act) and/or which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.33.2** 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 an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**8.33.3** Contractor shall not place in such document submitted to the County as set forth in this section 8.33 the confidential location of a Confidential Rape Crisis Center or reveal the identity of any shelter resident, employee or volunteer.

## **8.34 PUBLICITY**

**8.34.1** 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:

- The Contractor shall develop all publicity material in a professional manner; and
- 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.
- The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Contractor shall make specific reference to the County and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Contractor shall also coordinate press releases with the County and Grantor for maximum impact.

**8.34.2** 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 Subsection 8.34 shall apply.

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

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 (GAAP). To the extent permitted by law, the Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Records shall be maintained in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook

([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Agreement. Contractor shall comply with any additional record keeping requirements by the Cal OES.

Contractor shall maintain timekeeping records (to reflect personnel, salary, hours worked, location worked, and related fringe benefits/indirects), in addition to original documentation of costs (such as receipts) claimed during the project period. Original receipts must be stamped "paid."

Contractor shall maintain programmatic records of victims' services, including sign-in sheets, case record notations, telephonic contact, and email communications.

Contractor shall compile a case file for each minor victim which includes, at a minimum, informed consent, intake document, initial needs assessment, documentation of services provided, consent to treat, progress notes and a termination of services summary.

For the match, Contractor shall maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the Subrecipient for its own paid employees.

The Contractor agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, unless prohibited by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.35.1** 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, to the extent permitted by law, Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.35.2** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, to the extent permitted by law, representatives of the County may conduct an audit of the Contractor

regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.36 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.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.11 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.38 TERMINATION FOR CONVENIENCE**

**8.38.1** County may terminate this Contract, in whole or in part, 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 ten (10) days after the notice is sent.

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

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been

terminated by such notice.

**8.38.3** 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 Subsection 8.35, Record Retention and Inspection/Audit Settlement.

## **8.39 TERMINATION FOR DEFAULT**

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

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.39.2 INTENTIONALLY OMITTED**

**8.39.3 INTENTIONALLY OMITTED**

**8.39.4 INTENTIONALLY OMITTED**

**8.39.5** The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.40 TERMINATION FOR IMPROPER CONSIDERATION**

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



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

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

#### **8.41 TERMINATION FOR INSOLVENCY**

**8.41.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.41.2** The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE TO 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 the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.43 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.

#### **8.44 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.

#### **8.45 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 Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

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

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

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

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

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

#### **8.48 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 Paragraph 8.47 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.49 INTENTIONALLY OMITTED**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CHANGES AND AMENDMENT OF TERMS**

- 9.1.1** The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change Notice shall be prepared and signed by the Contractor and by the District Attorney or her designee.
- 9.1.2** For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Contractor and by the District Attorney or her designee.
- 9.1.3** The County 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 orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District Attorney or her designee.

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

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

#### **9.3 CHILD/ELDER ABUSE AND WELFARE FRAUD REPORTING**

- 9.3.1** Contractor staff working on this Contract shall comply with California Penal Code Section 11164, et seq. and shall report all known or suspected

instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with Penal Code Sections 11166 and 11167.

**9.3.2** Child abuse reports shall also be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.

**9.3.3** Contractor staff working on this Contract shall comply with California Welfare and Institutions Code Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.

**9.3.4** Elder abuse reports shall also be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.

**9.3.5** Contractor staff working on this Contract shall also immediately report all suspected welfare fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

#### **9.4 SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

#### **9.5 COMPLIANCE WITH REGULATIONS**

Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)
7. Clean Water Act (Section 508, 33USC 1368)

8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

**9.5.1** Contractor shall maintain all licenses required to perform the Contract.

**9.5.2** Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

**9.5.3** Contractor certifies that the Contractor and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

## **9.6 REPORTING REQUIREMENTS**

**9.6.1** Contractor shall provide information to the County detailing the number of clients served under XC Grant funding.

**9.6.2** Contractor shall use the Performance Measurement Tool (PMT) in Excel Spreadsheet format provided by the County to track statistical information on a monthly basis.

**9.6.3** Contractor shall electronically submit (by email) the monthly PMT report in the format provided (no PDF) to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM on the 10<sup>th</sup> day of the subsequent month.

**9.6.4** Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/22 – 3/31/22, due 4/08/22

Period: 4/1/22 – 6/30/22, due 7/08/22

Period: 7/1/22 – 9/30/22, due 10/10/22

Period: 10/1/22 – 12/31/22, due 1/10/23

- 9.6.5** Contractor may be required to enter information related to clients served (and partially served) under XC Grant funding for monthly statistical purposes using an electronic case/data management system provided by the County.

“Served” clients are defined as victims who received the service(s) they requested, if those services were funded by XC Grant funding.

“Partially served” clients are defined as victims who received some service(s), but not all of the services they requested, if those services were funded by XC grant funding.

- 9.6.6** Contractor may be subject to additional reporting requirements by the Grantor.

## **9.7 PROGRAM CONSIDERATIONS**

- 9.7.1** Contractor shall charge no fees to victims for services rendered.
- 9.7.2** Contractor shall provide services to all victims regardless of race, ethnicity, religion, socio-economic status, gender, sexual orientation, national origin, or immigration status.
- 9.7.3** Contractor shall develop protocols to safeguard client information, disclosing exceptions to client confidentiality therein.
- 9.7.4** Contractor shall conduct ongoing communication with the County to develop best practices, to ensure appropriate staffing and to engage in conflict resolution.
- 9.7.5** Contractor shall coordinate and cooperate with County request for site visits to Contractor’s office and/or field offices. Site visits will be conducted on a regular basis, with a minimum of one visit every six months during the Contract Term.
- 9.7.6** Contractor’s allocations and use of funds under this Contract shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the California Office of Emergency Services Subrecipient Handbook ([https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021\\_Subrecipient\\_Handbook.pdf](https://www.caloes.ca.gov/GrantsManagementSite/Documents/2021_Subrecipient_Handbook.pdf)) and this Contract. Contractor shall use the Grant Funds allocated to it to support the goals and objectives of expanding and enhancing the XC program, which were submitted and approved by the Grantor as part of the application for the Grant. Contractor shall not use Grant Funds to provide long-term or short-term legal representation. Contractor agrees and acknowledges that that Grant Funds it receives will not supplant (replace) non-Federal funds.
- 9.7.7** Contractor hereby certifies that it has the legal authority to apply for the financial assistance given through the XC Grant and has the institutional,

managerial, and financial capability to ensure proper planning, management and completion of the project funded through XC Grant Funds and this Contract. Contractor shall assure that XC Grant Funds allocated to it are used for allowable, fair, and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

**9.7.8** Contractor hereby certifies and warrants that it is an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under Section 501(a) of said Code. Contractor shall assure that Grant Funds allocated to it under this Contract are used for allowable, fair and reasonable costs only and will not be transferred between other grant programs or fiscal years. Contractor shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Contractor, including changes to key program staff. Contractor shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

**9.7.9** Notwithstanding anything to contrary in this Contract, Contractor shall not use any portion of the XC Grant Funds towards any part of the annual cash compensation of any employee of the Contractor whose total cash annual cash compensation exceeds 110% of the maximum salary payable to a member of the state or federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal system, for that year.



**SIGNATURES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this CONTRACT to be executed by the District Attorney or her designee and CONTRACTOR has caused this CONTRACT to be executed in its behalf by its duly authorized officer who CONTRACTOR warrants under penalty of perjury is authorized to bind this CONTRACTOR, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
GEORGE GASCÓN  
District Attorney  
County of Los Angeles  
Date \_\_\_\_\_

**ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL**

By: \_\_\_\_\_  
CAROL CRABSON  
Chief Executive Officer  
Date \_\_\_\_\_

**APPROVED AS TO FORM:**  
RODRIGO A. CASTRO-SILVA  
County Counsel

By: EP \_\_\_\_\_  
Deputy County Counsel  
Date 9/30/21 \_\_\_\_\_

**STATEMENT OF WORK**

**COUNTY OF LOS ANGELES  
DISTRICT ATTORNEY**

**RECEIPT OF SUBRECIPIENT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF  
EMERGENCY SERVICES THROUGH THE  
COUNTY VICTIM SERVICES (XC) PROGRAM**

**EXHIBIT A- STATEMENT OF WORK**

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## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance victim services in the County. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide victim services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to create a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of creating connection for people, communities, and government is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation. These shared values are encompassed in the County Strategic Plan Goal 1 (Make Investments That Transform Lives – Increasing our focus on prevention initiatives; Enhancing our delivery of comprehensive interventions; and Reforming service delivery within our justice systems). County Strategic Plan Goal 2 (Foster Vibrant and Resilient Communities – Drive Economic and Workforce Development in the County; Support the Wellness of our Communities; and Make Environmental Sustainability Our Daily Reality). County Strategic Plan Goal 3 (Realize Tomorrow's Government Today – Continually Pursue Development of Our Workforce; Embrace Digital Government for the Benefit of our Internal Customers and Communities; Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Engage and Share Information with Our Customers, Communities and Partners). This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

## **1.0 INTRODUCTION**

The U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 21VCGF, 2019-V2-GX-0053 for VOCA19 and 2020-V2-GX-0031 for VOCA20, with Assistance Listing (AL) number 16.575, Subaward number XC21 04 0190, have provided financial assistance to the County in the amount of \$2,356,310 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2022 through December 31, 2022, such XC Grant having been accepted by the Los Angeles County Board of Supervisors on November 16, 2021.

As required under the XC Grant, the XC Program Victim Services Steering Committee ("VSSC") was created as a collaborative effort among various government agencies and community victim service providers to identify unmet gaps and needs in victim services and to develop the XC Grant program to address such needs and challenges.

The County, through the District Attorney's Bureau of Victim Services, is a participating agency of the VSSC and was designated by the VSSC to be the lead agency in administering the XC Grant.

The VSSC determined that Rape Crisis Centers which are located in Los Angeles County and which currently meet the definition set forth in Penal Code section 13837, were underfunded and that distribution of XC Grant funds to these Rape Crisis Centers would improve services. The Contractor is a Rape Crisis Center located in Los Angeles County, which currently meets the definition set forth in Penal Code section 13837, and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to support the XC Grant and shall provide such services as more fully set forth in this Contract and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Contract.

The County and the Contractor each desires to execute this Contract as authorized by the Board of Supervisors on November 16, 2021.

## **2.0 MANDATED PROGRAM REQUIREMENTS**

- 2.1** The Mandated Program Requirements define the minimum required tasks for the provision of services to victims of sexual assault under this Contract. Contractor is obligated to provide the services and follow the requirements described herein.
- 2.2** The term of this Agreement shall commence on January 1, 2022, and end December 31, 2022 (the "Term"), and any additional period of time as is required to complete any necessary Grant close-out activities. Said Term is subject to the provisions herein. Performance shall not commence until the Contractors has obtained the County's approval of the insurance required in section 8 herein.
- 2.3** The Contract shall provide the services set forth in, and in accordance with this section and the Budget and Budget Narrative ("Budget") as set forth in Exhibit C attached hereto and made a part hereof. All work is subject to prior County approval in writing. Failure to receive approval may result in withholding compensation pursuant to section 9. Contractor warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Grant funds. Contractor further warrants that such written authorization specifies that Contract and the governing board or authorized body agree:
  - 2.3.1** To provide all matching funds required under the Grant and that any cash match will be appropriated as required.
  - 2.3.2** That any liability arising out of the performance of this Agreement shall be the responsibility of Contractors and the governing board or authorized body.
  - 2.3.3** That Grant funds shall not be used to supplant expenditures controlled by the governing board or authorized body.
  - 2.3.4** That the official executing the Agreement is, in fact, authorized to do so. Contractor shall maintain this proof of authority on file and make it readily available upon demand.

## **2.4 PROJECT OVERVIEW**

- 2.4.1** The funding for this project is from the XC Grant; Antelope Valley Domestic Violence Council is receiving funding as a subrecipient of this grant.
  - 2.4.1.1** The total project cost shall not exceed \$108,007 and will pay for personnel and operating expenses as outlined in the attached Budget.
  - 2.4.1.2** During the Contract Term, Contractors shall receive Grant funding in the amount of \$93,000.
  - 2.4.1.3** During the Term, Contractor shall be required to meet a required VOCA match of 20 percent of the program total, which is \$15,007, with an option for a match waiver up to 100 percent which would reduce the required match to \$0.
  - 2.4.1.3.1** Contractor shall meet the match through either In-Kind or Cash contributions, or a combination of both, and such match shall not be reimbursed by Grant funds.
- 2.4.2** The purpose of the Contractor's work under this Contract is to address unmet gaps and needs in direct services to victims by increasing services to address the emotional and practical needs of victims of sexual assault.
- 2.4.3** The Contractor understands that the County may have, or subsequently enter into, other contracts with service providers for identical or similar services; therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractors to provide all contracted services identified in this agreement.

## **2.5 SCOPE OF WORK**

- 2.5.1** Within the context of the above, Contractor shall provide the following services described herein to victims of sexual assault and make every effort to provide culturally and linguistically appropriate services.
  - 2.5.1.1** Contractor shall provide victim services to victims of sexual assault. Per the VOCA Final Program Guidelines, "services" are defined as (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security (i.e., boarding-up broken windows and replacing locks.)

- 2.6** Services will be provided at the Contractor's primary place of business, located at P.O. Box 2980, Lancaster, CA 93539, unless provisions for services are requested off-site to meet the needs of the victim.

- 2.7 Contractor shall provide a client-centered service delivery model to ensure the reduction of barriers for victims in need of services, such as transportation and child care activities to generate a supportive system of care.
- 2.8 Contractor shall provide services for victims with disabilities and others with access and functional needs, ensuring equality of services to victims with special needs.

### **3.0 STAFFING**

- 3.1 Contractor's staff providing Rape Crisis Center services shall meet all guidelines set forth in Penal Code section 13837.
- 3.2 Contractor shall operate continuously throughout the entire term of this Contract.
- 3.4 All Contractors' staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 3.5 Contractor shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Contractor staff shall be bilingual.
- 3.6 To the extent feasible, Contractor shall provide services to persons with a physical disability who are victims of sexual assault. If the Contractor cannot provide the services, then the Contractor shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- 3.7 Contractor's staff designated to create and submit invoices shall complete the Contract Invoicing System training required by the County.

### **4.0 REPORTING REQUIREMENTS**

During the Term of this Agreement, Contractor shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 1/1/22 – 3/31/22, due 4/08/22

Period: 4/1/22 – 6/30/22, due 7/08/22

Period: 7/1/22 – 9/30/22, due 10/10/22

Period: 10/1/22 – 12/31/22, due 1/10/23

## **5.0 CHARGES TO PARTICIPANTS**

Contractor shall provide Rape Crisis Center services at **NO COST** to Participants.

## **6.0 OTHER REQUIREMENTS**

### **6.1 ORIGINAL PUBLICATIONS**

Original publications (written, visual, or sound) produced in whole or in part must contain the following statement: "Funding made possible through the United States Department of Justice, Victims of Crime Act, 21VCGF, 2019-V2-GX-0053 and 2020-V2-GX-0031," All job announcements must indicate that Contractor is an Equal Employment Opportunity Employer.

### **6.2 USE OF COUNTY SEAL AND DISTRICT ATTORNEY DEPARTMENT LOGO**

Contractor shall not use or display the official seal of the County or the District Attorney Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **6.3 LOCATION OF SERVICES**

**6.3.1** Contractor shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

**6.3.2** Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

**6.3.3** Contractor shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

## **7.0 MONITORING**

Annually, Contractor shall certify that Antelope Valley Domestic Violence Council meets the Mandated Program Requirements set forth in Section 2.0 herein and the staffing requirements set forth in Section 3.0. District Attorney shall annually evaluate Contractor's compliance with the other requirements of the Contract. District Attorney shall not require Contractor to provide any information in violation of Welfare and



Institutions Code section 18301. In lieu of providing such information, the Contractor shall certify under penalty of perjury that the Contractor is in compliance with the relevant Contract provisions.

## **7.1 HEALTH AND FIRE INSPECTIONS**

Contractor understands and agrees that County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Contractor's service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Contractor shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Contractor shall forward a copy of the Health or Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

## **7.2 INSPECTIONS**

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections at any Shelter site(s) that house and provide Rape Crisis Center services to victims of sexual assault. County reserves the right to conduct site visits, as deemed necessary.

## **7.3 CLEAN AND SAFE FACILITIES**

Contractor understands and agrees that, for the duration of this Contract, Contractor shall ensure that each Contractor facility (shelter location) and environment (e.g. beds, living area, bathrooms, kitchen etc.) for the Clients is clean and safe. Failure to do so will result in the termination of this contract pursuant to Section 8.39, Termination For Default.

## **8.0 QUALITY CONTROL PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- A. Method of monitoring to ensure that Contract requirements are being met;
- B. Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- C. A written report by the Contractor documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- D. Data collection and monitoring systems to ensure that services are equitable for all participants.

**COUNTY'S ADMINISTRATION**

CONTRACT NO. LADA – XC Grant – Subrecipient – RC – 1 – 2022

**COUNTY CONTRACT SECTION MANAGER:**

Name: Michele Daniels  
 Title: Director, Bureau of Victim Services, Los Angeles County District Attorney's Office  
 Address: 1000 South Fremont Avenue Unit 36, Building A9E, Suite E9150  
 Alhambra, CA 91803  
 Telephone: 626-514-1235 Facsimile: 626-281-1057  
 E-Mail Address: mdaniels@da.lacounty.gov

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: Tony Sereno  
 Title: Director, Bureau of Administrative Services, Los Angeles County District Attorney's Office  
 Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
 Telephone: 213-257-2774 Facsimile: 213-633-0906  
 E-Mail Address: tsereno @da.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Michael Au-Yeung  
 Title: Chief, Budget and Fiscal Services Division, Los Angeles County District Attorney's Office  
 Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
 Telephone: 213-257-2832 Facsimile: 213-633-0906  
 E-Mail Address: mau-yeung@da.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Lam Tran  
 Title: XC Grant Analyst, Bureau of Administrative Services, Grants and Contracts Section, Los Angeles County District Attorney's Office  
 Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
 Telephone: 213-257-2806 Facsimile: 213-633-0906  
 E-Mail Address: lamtran@da.lacounty.gov

# CONTRACTOR'S ANNUAL BUDGET



Grant Subaward Budget Pages  
Multiple Fund Sources

Subrecipient: Antelope Valley Domestic Violence Council		Grant Subaward #: RC1-2021				
B. Operating Costs - Line Item description and calculation	21 VCGF	19 VOCA	19 VOCA Match	20 VOCA	20 VOCA Match	Total Amount Allocated
<b>Employee Training:</b> To further the knowledgebase of our Volunteer Trainer / Community Educator & Volunteer Coordinator / Sexual Assault Counselor. To roll-out new technical and best practice information. Average \$125/mth X 12 mths. Registrations, training materials, parking, per diem etc.		\$1,500				\$1,500
<b>Telecommunications:</b> \$89/mth X 12 mths	\$1,090					\$1,090
<b>Consumable Supplies:</b> To include but not limited to office supplies, computer, copier, printing, postage and IT \$350/mth X 12 mths	\$4,200					\$4,200
<b>Employee Mileage:</b> Approx 29.76mi/mth X \$0.54/mi X 12 mths	\$200					\$200
<b>Sexual Assault Training Program for the Community and High Schools:</b> "Expect and Respect" supplies/FSA items. Our Community / High School training curriculum enables us to educate on prevention, intervention techniques / tools. Funding will include but not limited to public service announcements in schools, community centers, and other public forums that are designed to inform crime victims of sexual rights and services. \$320.92/mth X 12 mths	\$405	\$3,605		\$2,037		\$6,052
<b>Audit:</b> 1.06% X \$20,000 allocated CAP portion	\$212					\$212

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)



Grant Subaward Budget Pages  
Multiple Fund Sources

Subrecipient: Antelope Valley Domestic Violence Council		Grant Subaward #: RC1-2021				
B. Operating Costs - Line Item description and calculation	21 VCGF	19 VOCA	19 VOCA Match	20 VOCA	20 VOCA Match	Total Amount Allocated
<b>Insurance:</b> 1.06% X \$140,566 CAP portion of annual liability, auto, D&O premiums	\$1,490					\$1,490
<b>Overhead &amp; Admin Indirect:</b> MDCR \$70,903 X 10% = \$7,090. To cover Grants Mgr, Staff Accountant, Sr. Staff Accountant, CFO and HR Director positions.	\$7,090					\$7,090
<b>In-Kind:</b> This agency makes extensive use of volunteers in its Sexual Assault programs. This has facilitated full coverage to 24/7 on weekends and holidays and when regular staff is not available. These volunteers have all received the Domestic Violence 40 hour training as well as the 16 hour Sexual Assault training. There are many team members that rotate coverage of Hot Lines, Childcare, Maintenance, Thrift Shop and other areas of need that are not covered by grant funding. This agency makes extensive use of In-Kind community donations in all our Victims of Crime. Donations are received by our Thrift Shop and have a set value by the donor. The agency will utilize our community donors as In-Kind. We as an In-Kind value of \$21.50/hr. This equates to about 696 hours/year and the equivalent of 0.33557 FTEs. The community donation value will vary depending on the amount received each month and will be distributed accordingly.			\$11,577		\$3,430	\$15,007
<b>Operating Costs Fund Source Totals</b>	\$14,822	\$3,105	\$11,577	\$7,090	\$3,430	\$34,970
<b>OPERATING COSTS CATEGORY TOTAL</b>						\$34,970

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)



Grant Subaward Budget Pages  
Multiple Fund Sources

Subrecipient: Antelope Valley Domestic Violence Council		Grant Subaward #: RC1-2021				
C. Equipment Costs - Line Item description and calculation	21 VCGF	19 VOCA	19 VOCA Match	20 VOCA	20 VOCA Match	Total Amount Allocated
N/A						
<b>Equipment Costs Fund Source Totals</b>						
<b>EQUIPMENT COSTS CATEGORY TOTAL</b>						

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet		21 VCGF	19 VOCA	19 VOCA Match	20 VOCA	20 VOCA Match	Total Project Cost
<b>Fund Source Totals</b>		\$32,975	\$46,307	\$11,577	\$13,718	\$3,430	\$108,007

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)

## SAMPLE INVOICE FORMAT

COUNTY OF LOS ANGELES

DISTRICT ATTORNEY'S OFFICE

## REPORT OF EXPENDITURES AND REQUEST FOR FUNDS

Mail To: Los Angeles County District Attorney's Office  
Grant and Contract Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

1. Subrecipient:	2. Implementing Agency:	3. Subaward Number:
	District Attorney Office	
4. Program Title:	5. Payment Type:	6. Billing Period:
County Victim Services (XC) Program	Reimbursement	to
7. Payment Mailing Address(2p+4):	8. Contact Person:	9. Phone Number/E-mail Address:

	Funding Source	Funding Source	Funding Source	Funding Source	Funding Source	(12) Total Fund Request
(10) Funding Year		2019	2020			
(11) Federal/ State Fund Source	21VCGF	VOCA	VOCA			
Category - Request Enter amount expended including match, i.e. \$1,000 expenditure + \$250 Match = \$1,250						
(A) Personal Services (+)						\$0
(B) Operating Expenses (+)						\$0
(C) Equipment (+)						\$0
Category - Match Enter Match as a negative, i.e. -250						
(A) Personal Services (-)						\$0
(B) Operating Expenses (-)						\$0
(C) Equipment (-)						\$0
Advance - Recouped Enter Advance as a negative, i.e. -1000						
(A) Personal Services (-)						\$0
(B) Operating Expenses (-)						\$0
(C) Equipment (-)						\$0
Total to be Paid	\$0	\$0	\$0	\$0	\$0	\$0

(13) By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Typed Name	Signature	Date
Financial Officer		
Project Director		

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Antelope Valley Domestic Violence Council

CONTRACT NO. LADA – XC Grant – Subrecipient – RC – 2 – 2021

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Brian Johnson

Title: DV Shelter Program Manager

Address: P.O. Box 2980, Lancaster, CA 93539-2980

Telephone: 661-945-5509

Facsimile: 661-945-5726

E-Mail Address: bjohnson@avdvc.org

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

Name: Toni Severino

Title: Chief Financial Officer

Address: P.O. Box 2980, Lancaster, CA 93539-2980

Telephone: 661-949-1916

Facsimile: 661-945-5726

E-Mail Address: tseverino@avdvc.org

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Name: Bailey Riddle

Title: Staff Accountant

Address: P.O. Box 2980, Lancaster, CA 93539-2980

Telephone: 661-949-1916

Facsimile: 661-945-5726

E-Mail Address: briddle@avdvc.org

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

Name: Carol Crabson

Title: Chief Executive Officer

Address: P.O. Box 2980, Lancaster, CA 93539-2980

Telephone: 661-949-1916

Facsimile: 661-945-5726

E-Mail Address: ccrabson@avdvc.org

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**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: Antelope Valley Domestic Violence Council

Contract No. LADA – XC Grant – Subrecipient – RC – 1 – 2022

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

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

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

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

## **CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: Antelope Valley Domestic Violence Council

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

Contract No.: LADA – XC Grant – Subrecipient – RC – 1 – 2022

### **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 Master Agreement. 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

HOA.103419298.1

this contract as a condition of my work to be provided by my employer for the County. I have read this contract 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 contract 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 Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name: Antelope Valley Domestic Violence Council

Non-Employee Name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_

County Contract No.: LADA – XC Grant – Subrecipient – RC – 1 – 2022

**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 Master Agreement.

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 Master Agreement. 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 contract as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this contract and have taken due time to consider it prior to signing.

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

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

I agree to report to the above-referenced Contractor any and all violations of this contract 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: \_\_\_\_\_

**Jury Service Ordinance**  
**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**203.010 Findings:**

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

**2.203.020 Definitions:**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
  
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
  
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

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

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
  - b. Participated in any way in developing the contract or its service specifications; and**
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by this certification by the submitting department, district or agency that the provisions of this section have not been violated.

Antelope Valley Domestic Violence Council

Contractor Name

\_\_\_\_\_  
Vendor Official Title

\_\_\_\_\_  
Official's Signature

**CONTRACTOR'S EEO CERTIFICATION**Antelope Valley Domestic Violence Council

Company Name

P.O. Box 2980, Lancaster, CA 93539

Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor 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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Name and Title of Signer (please print)

## INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2016)

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

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

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

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

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

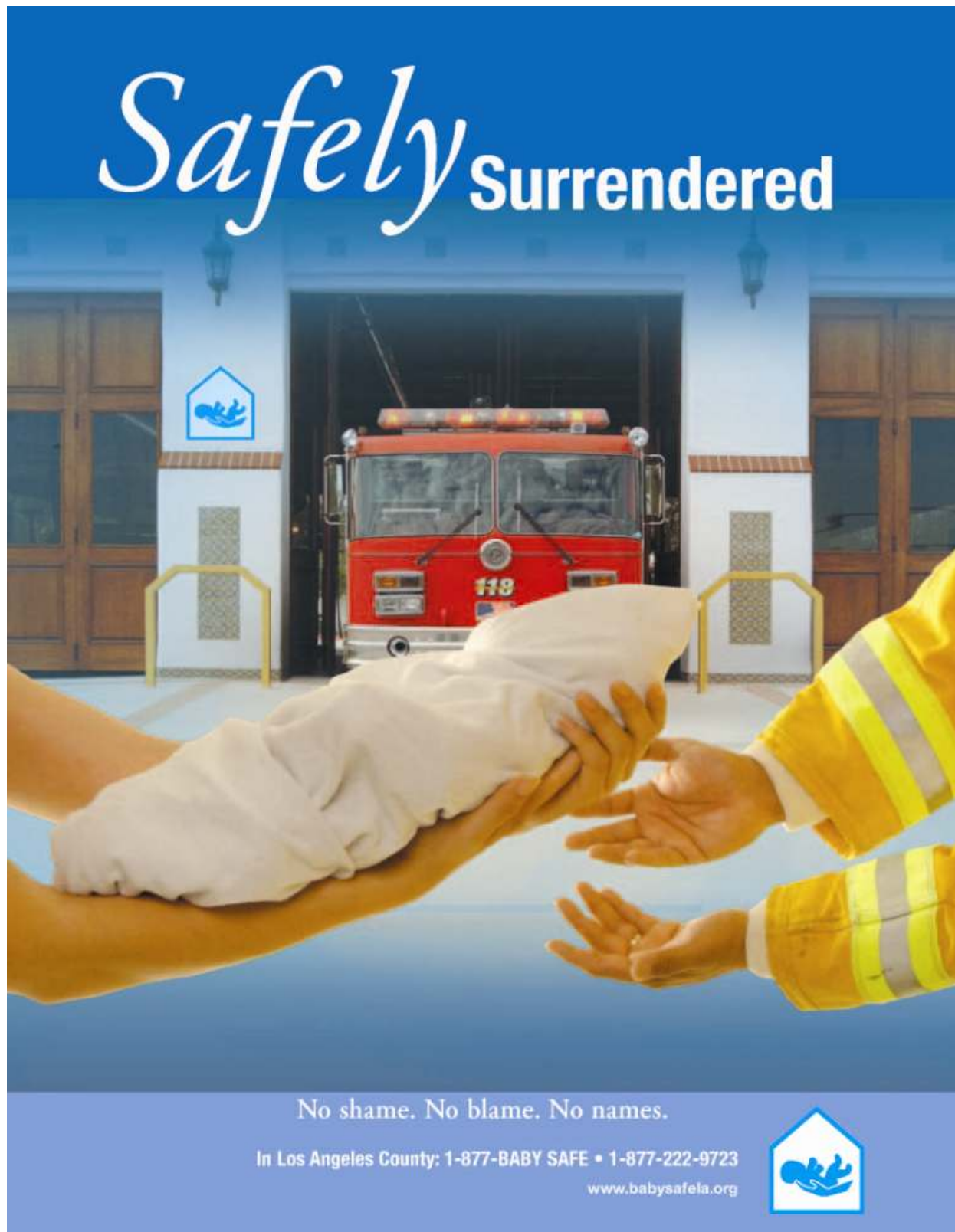
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

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

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)  
Cat. No. 205991

SAFELY SURRENDERED BABY LAW



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

### 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?

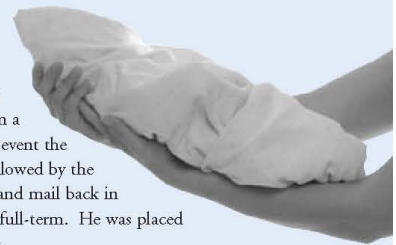
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### 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.

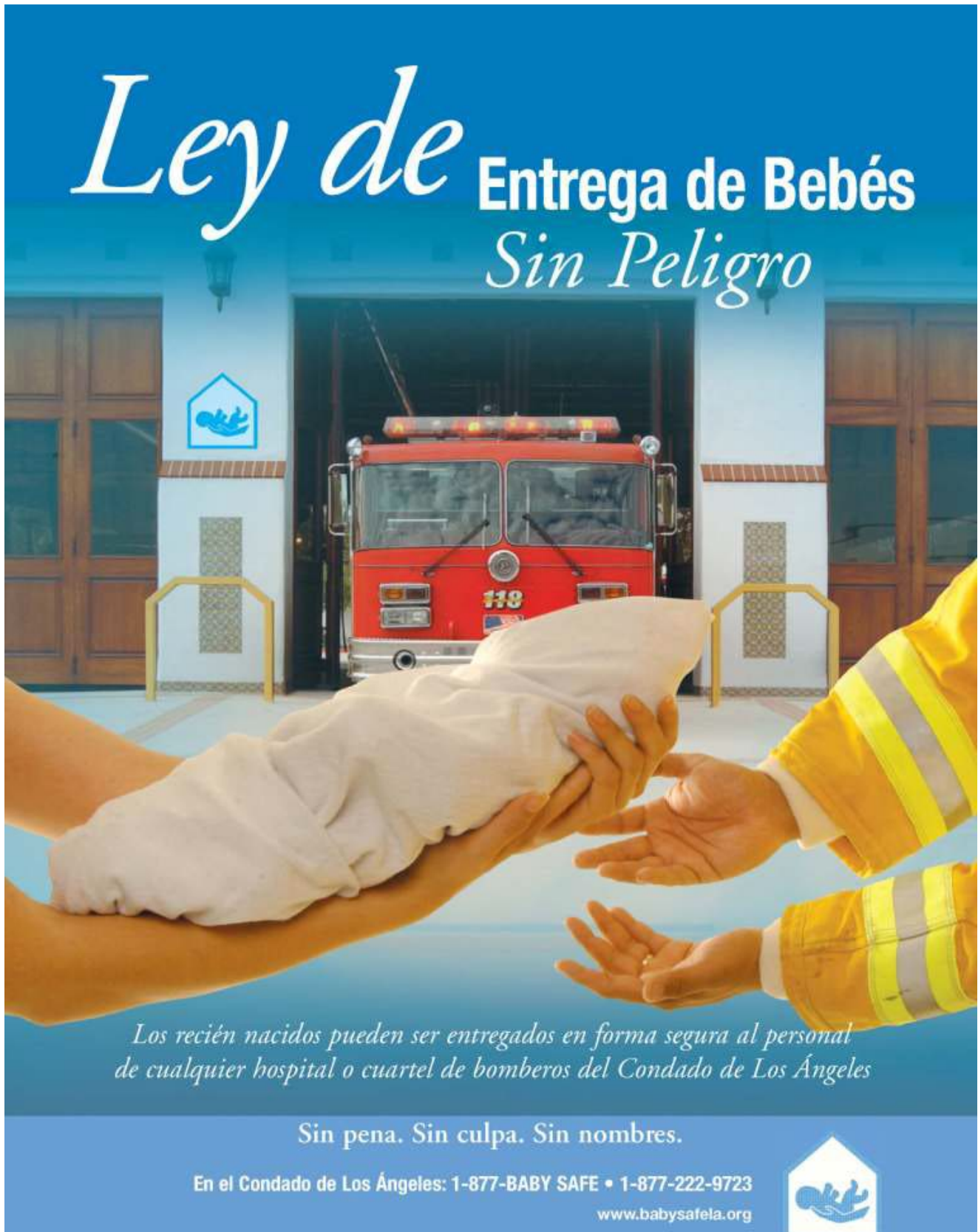
## A baby's story

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)



HOA.103419298.1

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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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.



**CHARITABLE CONTRIBUTIONS CERTIFICATION**

Antelope Valley Domestic Violence Council  
Company Name

P.O. Box 2980, Lancaster, CA 93539  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

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

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

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

☐ 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 Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)

## DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Antelope Valley Domestic Violence Council		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		Email address:
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:	Title:
Signature:	Date:

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



September 17, 2021

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF DISTRICT ATTORNEY'S OFFICE

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2021-22  
4 - VOTES**

**SOURCES**

**USES**

DISTRICT ATTORNEY  
A01-DA-90-8901-14030  
FED AID PUBLIC ASSISTANCE PROGRAMS  
INCREASE REVENUE

291,000

DISTRICT ATTORNEY  
A01-DA-1000-14030  
SALARIES & EMPLOYEE BENEFITS  
INCREASE APPROPRIATION

119,000

DISTRICT ATTORNEY  
A01-DA-88-8731-14030  
STATE AID-PUB ASSIST PROG  
INCREASE REVENUE

835,000

DISTRICT ATTORNEY  
A01-DA-2000-14030  
SERVICES & SUPPLIES  
INCREASE APPROPRIATION

1,007,000

**SOURCES TOTAL**

**\$ 1,126,000**

**USES TOTAL**

**\$ 1,126,000**

**JUSTIFICATION**

The appropriation adjustment of \$1,126,000 reflects additional grant funds from the California Governor's Office of Emergency Services (Cal OES) or state (\$835,000) and federal (\$291,000) funding through Victims of Crime Act (VOCA) for the County Victim Services Program (XC Grant). This amount represents the difference between the pro-rated FY 2021-22 grant award of \$2,561,000 and the \$1,435,000 which was included in the District Attorney's FY 2021-22 Adopted Budget.

*Michael Au-Yeung* 10/12/21  
AUTHORIZED SIGNATURE Michael Au-Yeung, Chief of Budget & Fiscal

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR

☐ ACTION

☒ RECOMMENDATION

☐ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

CHIEF EXECUTIVE OFFICER

BY

A NO. 040

DATE

DATE

# Report to Public Safety Cluster

**Presented By:**  
**Wendelyn Julien, Executive Director**  
**November 3, 2021**

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.

## Community Engagement

- The POC is working with supervisorial district offices and Probation to hold Town Hall meetings this month to obtain the public's input on site selection options for the secure track youth facilities. These meetings will be held virtually but focused on specific geographies.
- The distribution list for the POC now includes over 4,370 people, an increase of 300 people since the October report. An average of 75-100 individuals attend each meeting. As we prepare to return to in person meetings, likely in January 2022, we are working on strategies to continue options for robust community engagement.
- The POC will be hiring a Communications Information Officer soon as approved during the supplemental budget process. This person will focus on increasing outreach and communication from the POC to the community.

## Facility Inspections

- POC commissioners and staff have completed the inspections of both juvenile halls and two camps and are on track to complete inspections by December 2021 in compliance with Title 15 of the California Code of Regulations, § 1313. Findings will be shared with CAR and the Board of Supervisors.
- The POC is keeping close track of the Probation Department's progress towards attaining full compliance with the BSCC unsuitability findings. Probation will provide an update at the POC meeting on November 15, 2021.

## Grievances and Complaints

- The POC published a detailed report on the Probation Department's current grievance and complaint processes. The report was presented at the October 2021 POC meeting and is attached to this report.
- POC staff is working on a set of recommendations to the processes and will continue to work in collaboration with the Probation Department on this issue.

## Education/LACOE

- The Programs and Services Ad Hoc Committee has completed its review of education in the juvenile halls and camps and is presenting the findings to LACOE and Probation over the next month. The subcommittee will present the report at a future POC meeting.

### Recent Meetings:

#### September 9, 2021

- Update on the Probation Department's progress toward maintaining a low census of youth in Los Angeles County juvenile halls and camps

#### September 23, 2021

- Report on the Probation Department's progress in increasing referrals to YDD and in drafting detention or release recommendations for pre-trial and post-disposition cases

#### October 7, 2021

- Town Hall on reaffirming and enhancing the L.A. Model at Campus Kilpatrick

#### October 14, 2021

- BSCC suitability for Barry J. Nidorf and Central Juvenile Hall
- Update on progress towards OC Spray Elimination
- Report on the Probation Department's Grievance and PREA procedures

### Upcoming Meetings:

#### November 15, 2021

- Update from Probation on BSCC Suitability, OC Spray Elimination, and Camp/Hall Consolidation and Closure Plans
- Citation Diversion Program Recommendations
- POC Strategic Plan Presentation

#### December 20, 2021

- Pre-trial Assessments
- Education in Juvenile Halls and Camps
- Data Dashboard





**PROBATION  
OVERSIGHT  
COMMISSION**  
OF LOS ANGELES COUNTY

# A Procedural Report on Grievances and Complaints

A Summary of the Los Angeles County  
Probation Department's Current  
Grievance and Complaint Processes

By: Jennifer Ochoa-Garcia, Management Analyst

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### List of Acronyms

<b>AD</b>	<b>Assistant Director</b>
<b>BOS</b>	<b>Board of Supervisors</b>
<b>DCFS</b>	<b>Department of Children and Family Services</b>
<b>DJHS</b>	<b>Department of Juvenile Health Services</b>
<b>DMH</b>	<b>Department of Mental Health</b>
<b>DPO</b>	<b>Deputy Probation Officer</b>
<b>DSO</b>	<b>Detention Services Officer</b>
<b>DSB</b>	<b>Detention Services Bureau</b>
<b>GO</b>	<b>Grievance Officer</b>
<b>IA</b>	<b>Internal Affairs</b>
<b>JIGS</b>	<b>Juvenile Institutional Grievance System</b>
<b>LACOE</b>	<b>Los Angeles County Office of Education</b>
<b>OD</b>	<b>Officer of the Day</b>
<b>OIG</b>	<b>Office of the Inspector General</b>
<b>PEMRS</b>	<b>Probation Electronic Medical Records System</b>
<b>PIC</b>	<b>Probation Information Center</b>
<b>PIN</b>	<b>Preliminary Incident Notification</b>
<b>PIRS</b>	<b>Probation Incident Reporting System</b>
<b>POC</b>	<b>Probation Oversight Commission</b>
<b>PREA</b>	<b>Prison Rape Elimination Act</b>
<b>RTSB</b>	<b>Residential Treatment Services Bureau</b>
<b>SAB</b>	<b>Sexually Aggressive Behavior</b>
<b>SCAR</b>	<b>Suspected Child Abuse Report</b>
<b>SDPO</b>	<b>Supervising Deputy Probation Officer</b>
<b>SDSO</b>	<b>Supervising Detention Services Officer</b>
<b>SIR</b>	<b>Special Incident Report</b>
<b>SIU</b>	<b>Special Investigation's Unit</b>
<b>Sr. DSO</b>	<b>Senior Detention Services Officer</b>
<b>VV</b>	<b>Vulnerable to Victimization</b>
<b>WIC</b>	<b>Welfare and Institutions Code</b>

## Introduction/Summary

The Probation Oversight Commission (POC) was established by the Los Angeles County Board of Supervisors in 2020 as a result of the work from the Probation Reform Implementation Team (PRIT) and a motion of the Board of Supervisors (BOS). The POC launched in early 2021 to advise and monitor the Los Angeles County Probation Department's progress on systemic reform. The BOS gave the POC the power to review departmental policies and practices, manage inspections, investigate critical matters, receive and review grievances, and compel data including the power to subpoena necessary information and engage the public through reporting and regular meetings.

Among the POC's goals is to promote transparency about the Probation Department's policies and practices including the grievance and complaint process. Eventually, the ordinance and motions creating the POC envision an external grievance process in which the POC would work with the Office of the Inspector General to receive and investigate complaints outside of the department. This remains a long-term goal contingent on staffing and capacity of the POC and OIG and approval by the BOS of the process, but the POC has begun by reviewing the current grievance and complaint processes and presents a summary of those findings in this report.

This report differentiates between grievances and complaints because the distinction between the two in the Probation Department is significant. "Grievances" include only those concerns lodged by a youth in custody at a juvenile hall or camp. Although similar, the grievance procedure differs at the juvenile halls and camps, thus we provide in this report two separate illustrations to show the grievance procedure and appeals process at each. One aspect of the grievance process at the halls and camps is complicated to explain in these illustrations: verbal grievances. After multiple conversations and site visits, we note that verbal grievances are common, vary significantly in terms of seriousness and legitimacy, and are, by policy and in practice, generally addressed immediately and at the lowest level possible. However, the process for tracking and logging verbal grievances varies among the facilities.

"Complaints" include all other concerns lodged by youth or adults on field probation, caregivers or family members of youth or adults on probation or incarcerated in facilities, attorneys or other professionals, or any other person. Complaints can be made through a variety of different channels. This report will describe and illustrate the processes for both grievances and complaints.

Also addressed in this report is the Prison Rape Elimination Act (PREA) of 2003, a federal law to prevent, detect, and respond to sexual abuse and harassment in correctional systems. PREA provides the Probation Department with tools and direction when handling sexual abuse and sexual harassment complaints. Correspondingly, the Probation Department has policy guiding staff with the implementation of this mandate and its tools.

**“Our lives begin to end the day we become silent about things that matter.” – Dr. Martin Luther King Jr.**

## Grievance and Complaint Procedures

The Los Angeles County Probation Department has several policies and practices in place by which people can share different types of concerns.

- The Department has a **Grievance** procedure through which a youth who is physically in a juvenile camp or hall can express a concern by filling out a form on paper or on-line.
  - In the camps and halls, the instructions and forms are posted in English and Spanish in the dormitories and in many other locations where youth congregate.
- The Probation Department also has a **Complaint** procedure which can be accessed online by all and for all through the [Citizen's Complaint Form](#).
  - This Citizen's Complaint Form can be completed and submitted to the Probation Department's Ombudsperson via email to [Ombudsman@probation.lacounty.gov](mailto:Ombudsman@probation.lacounty.gov) or by mailing it to the Probation Department's Headquarters at 9150 East Imperial Highway, Downey, California 90242. A Citizen's Complaint form is not required to submit a complaint.
  - A complaint may also be filed by calling the Ombudsperson at 877-822-3222.
- **Employee** misconduct can be reported to Internal Affairs (IA) by submitting an [online referral](#).<sup>1</sup>
  - The referral can be submitted online or mailed to 9150 East Imperial Highway, Downey, California 90242.
- Members of the public and youth in facilities can also contact the Office of the Ombudsperson by phone or email as an additional resource to assist with addressing concerns and in routing concerns to the appropriate venue when necessary.
- The Probation Department provides contact information for the Office of the Inspector General (OIG) on their complaint/compliment web page. While the OIG does not yet have a formalized process for processing complaints about the Probation Department, staff of the OIG do investigate some complaints.<sup>2</sup>

## Grievances While Detained in a Camp or Hall<sup>3</sup>

Youth detained in juvenile camps and halls receive instruction on the grievance procedures at their initial orientation. The grievance procedures at the halls and camps follow similar procedures, nevertheless, there are differences, thus this report will illustrate them separately.

### Grievance Submission

Grievance instructions and forms are posted in youth dormitories and all areas of youth congregation. Youth have various ways to file a grievance:

- **Grievance Box:** Youth may fill out a grievance form and drop it off inside a locked grievance box.

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<sup>1</sup> This report will not include a review of Internal Affairs procedures.

<sup>2</sup> This report will not include a review of OIG's complaint investigation procedures.

<sup>3</sup> Information procured from [DSB-1700](#), [RTSB 500-11](#), and from [County of Los Angeles Probation Department Directive 1386](#)

- **Staff:** Youth may hand their written grievance to a Probation staff member. Youth may also hand their grievance to a non-Probation staff member, who will in turn provide it to the Assistant Director (AD) or Camp Director at camps and the Officer of the Day (OD) or Director at halls.
  - Youth may also verbally communicate a grievance to Probation staff, who will handle the grievance if they can. This is reflected in the policy, that the grievance should be handled at the lowest and most immediate level possible. If the staff member cannot address the grievance, they may complete the grievance form on behalf of the youth and provide the form to the grievance officer for processing.<sup>4</sup>
- **LACOE Computer:** Youth may also submit a grievance electronically by logging into the Juvenile Institutional Grievance System (JIGS) through their LACOE computer during school time. This will result in the grievance officer receiving an email with the grievance at least once a day.

### Grievance Investigation

All grievances related to health and safety issues must be addressed immediately.<sup>5</sup> Grievances are collected at least daily from the grievance boxes by the Grievance Officer at juvenile halls or the assigned Supervising Deputy Probation Officer (**SDPO**) at camps (per policy and in practice there is a grievance officer assigned at each facility, including the camps).

- Grievances should be reviewed, and a response should be provided either at the end of the Grievance Officer's/SDPO's shift or within three business days, or two business days if grievance is filed with a SDPO or Supervising Detention Services Officer (SDSO).
- Grievances shall not be heard by a person directly involved in the circumstances that led to the grievance.
- If there is more than one complaint on the grievance form, each complaint is to be addressed individually.

The staff assigned to collect grievances are to do the following:

- Process and handle grievances including appealed grievances
- Review filed grievances in the facility each week
- Ensure grievances and appeals are processed within the time requirements
- Ensure that grievances involving other agencies are processed and addressed timely
- Meet with any minor who has filed a grievance
- Ensure that the minor sign and receive a copy of their grievance(s)
- Update the Probation Incident Reporting System (PIRS) with grievance information
- Maintain facility's grievance log
- Prepare reports regarding grievances as instructed by Superintendent or Director

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<sup>4</sup> The processing of verbal grievances is not clearly laid out in the policy and appears to work differently at different institutions. The Grievance Officers noted that they learned this and other aspect of the policy on the job rather than from a written policy. There is a level of discretion used by Probation staff regarding the seriousness and legitimacy of verbal grievances.

<sup>5</sup> Interpretation of what constitutes a health and safety issues is up to the officer's discretion, according to information received in a meeting with facility Grievance Officers



## Grievance Processing

**Step 1:** A Deputy Probation Officer (DPO) or Detention Services Officer (DSO) will review and either declare the grievance “resolved,” “granted,” “unresolved,” or “denied” in writing. Thereafter, they will provide the youth with a copy of the youth’s grievance.

### *Grievances Levels:*

- Low-level grievances such as but not limited to; needing shoes, disliking the food, or others, can and should be resolved by the DPO/DSO who receives the grievance.
- Higher level matters such as but not limited to; sexual harassment, sexual abuse, use of force, and other issues, are forwarded to a DPO/DSO supervisor and other appropriate parties including PREA or IA, depending on incident.<sup>6</sup>

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*Youth may bypass Step 1 if the complaint involves the DPO/DSO*

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**Step 2:** If the grievance is unresolved or the youth chooses to bypass Step 1, the youth may file a grievance with the DPOII or Senior Detention Services Officer (Sr. DSO). The DPOII follows the same steps as Step 1.

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*Youth may bypass Step 2 if the complaint involves the DPOII/Sr. DSO*

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**Step 3:** If the grievance is “unresolved,” “unanswered,” or the youth chooses to bypass Step 2, the youth can file a grievance with the Supervising DPO (SDPO) or Supervising Detention Services Officer (SDSO) directly.

- The SDPO/SDSO will investigate and respond to the grievance within 2 business days
- If there is more than one issue, SDPO/SDSO is to address each issue individually.

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*Appealing: Youth may appeal the resolution of their grievance using one of two appeal processes. There are 2 appeal processes in place.*

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**Step 4:** If the grievance is “denied” or “unresolved” at Step 1 or Step 2, the youth may appeal the grievance with the SDPO/SDSO.

- **1<sup>st</sup> Appeal:** If a youth decides to appeal their grievance to the SDPO/SDSO:

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<sup>6</sup> Types of grievances and complaints that should be referred to IA are listed in [County of Los Angeles Probation Department Directive 964](#) issued 1-6-2004 and include potential State Code violations, incidents involving law enforcement, complex incidents involving other County departments or government agencies, caseload reporting falsification, or threats or workplace violence.

- SDPO/SDSO will then have a formal hearing within two (2) business days of receiving the grievance
- Youth may be present to explain their version
- The SDPO's/SDSO's decision is to be made on the youth's grievance form
- The grievance form shall include a description of any action taken by the youth or a notation as to why the grievance was unresolved
- If the issue involves the SDPO/SDSO, then the facility Director or designee shall assign a SDPO/SDSO not directly involved with grievance

**Step 5:** If grievance is “unresolved” or “denied” at Step 3 or if appeal remains “unresolved” or “denied” at Step 4, the youth may appeal their grievance with Camp Director or Hall Division Director.

- **2<sup>nd</sup> Appeal:** A formal appeals hearing shall be held by the Director within two (2) business days of receiving grievance.
  - This timeframe may be extended to collect all the facts and youth are to be notified.
  - The Director's response is to be made on the youth's grievance form.
    - Grievance form shall include a description of action taken by youth or a notation to why the grievance was unresolved.
  - The Director's decision will be final and given to the youth within one (1) business day.<sup>7</sup>

### Grievance Resolution

- Staff respond in writing on the back of the youth's grievance with a description of the resolution.
  - Grievances must be resolved within ten (10) business days unless more time is needed, and youth will be notified of the reason for any delays.
- If the grievance or appeal is processed by the Camp Director, the Camp Director is to issue a final decision of resolution within one (1) business day of the hearing.
  - The Director's response is to be made on the youth's grievance form and include a description of the action taken to resolve the grievance or a notation as to why the grievance remained unresolved.

### Sexual Assault and Sexual Harassment - Prison Rape Elimination Act (PREA)<sup>8</sup>

The Prison Rape Elimination Act (PREA) of 2003 is a federal law to prevent, detect, and respond to sexual abuse and harassment in correctional systems.

- The PREA screening tool has been created within the Probation Electronic Medical Records System (PEMRS) to evaluate youth to determine their level of risk of sexual victimization and abusiveness at juvenile facilities. Youth at any juvenile hall or camp

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<sup>7</sup> This rule is only mentioned in policy for RTSB Grievance Policy

<sup>8</sup> Information procured [from County of Los Angeles Probation Department Directive 1458](#) issued 6-9-2021

must be screened within 72 hours of arrival, during the intake screening process, using the PREA screening tool. This will yield a classification code to ensure that safeguards are implemented to maximize the youth's safety and security while in Probation custody.

- **Juvenile Halls** use the *PEMRS Initial Intake Screening form*
- **Juvenile Camps** use the *PEMRS Ad Hoc Charting Powerform for Probation, Subsection: PREA Risk for Sexual Victimization*.
  - The PREA screening tool shall be used at **camp**s during the intake screening process and within 72 hours for camp re-screening using the *PEMRS AdHoc Charting Powerform for Probation, subsection: PREA Risk for Sexual victimization*.
- Youth shall be re-screened after each substantiated incident of sexual assault or abuse for both victims and perpetrators by using the *PEMRS AdHoc Charting Powerform for Probation, subsection: PREA Risk for Sexual victimization*.
- If youth indicate that they have experienced prior Vulnerable to Victimization (VV), perpetrated sexual abuse/assault, or Sexually Aggressive Behavior (SAB), whether in an institutional setting or in the community, department personnel are to complete the required notification and file all required documentation; child abuse reporting, submit a mental health referral and/or notify medical personnel.

#### PREA Reporting of Sexual Abuse or Sexual Harassment<sup>9</sup>

Youth may report sexual assault and/or harassment through the grievance procedure, mental health referral, medical referral, the Ombudsperson, and/or directly to sworn and non-sworn staff (*See Appendix E*).

**Contract employees, vendors, volunteers or visitors:** Must report immediately to the Duty Supervisor, and if appropriate, document any information. If the reporting party is a mandated reporter, they are to complete a Suspected Child Abuse Report (SCAR).

**Sworn or Deputized Staff** (SDPO, DPOI, DPOII, Sr. DSO, SDSO, DSO, Group Supervisor Nights): Report immediately to Duty Supervisor and document any information regarding incident, retaliation, any staff neglect, and/or any information about any sexual abuse risk to the youth. For sexual harassment, sworn staff are to complete a Special Incident Report (SIR) and submit it to the Duty Supervisor. For sexual abuse, sworn staff are to complete both a SCAR and Special Incident Report (SIR) and submit both reports to the Duty Supervisor.

**Duty Supervisor:** For sexual harassment, the Duty Supervisor is to prepare a Preliminary Incident Notification (PIN), and forward to applicable Bureau Chief (DSB/RTSB). If elements of sexual abuse are present, the Duty Supervisor is to contact the Facility Manager, and the appropriate law enforcement agency to initiate criminal investigation, prepare a PIN, forward to applicable Bureau Chief (DSB/RTSB), and contact the Area Rape Crisis Center and request for an advocate to respond to juvenile hall or camp.

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<sup>9</sup> Information procured from [County of Los Angeles Probation Department Directive 1412](#) issued 1-4-18

**Facility Manager:** For sexual harassment, the Facility Manager is to notify applicable Bureau Chief (DSB/RTSB) and refer the incident to the Special Investigation's Unit (SIU). For sexual abuse, the Facility Manager is to notify the applicable Bureau Chief (DSB/RTSB), refer the incident to the SIU, and ensure the victim's parents/legal guardians (including DCFS caseworker if DCFS is the youth's legal guardian) are notified within 24 hours of incident for sexual abuse.

**Special Investigation's Unit (SIU):** Responds to both allegations of sexual harassment or sexual abuse. SIU maintains communication with law enforcement agency conducting criminal investigation to assist with administrative investigation.

**Compliance Officer (Director/Assistant Director):** Completes the Survey of Sexual Violence Incident form for each allegation of sexual abuse and sexual harassment involving staff, except for those allegations that are unfounded. The completed survey is to be forwarded to PREA coordinator.

### Response<sup>10</sup>

The sexual abuse and sexual harassment response section will provide a summary of the functions for Probation staff during incidents of sexual abuse and sexual harassment as mandated by policy (*See Appendix F*).

**Sworn or Deputized Staff** (SDPO, DPOI, DPOII, Sr. DSO, SDSO, DSO, Group Supervisor Nights): For sexual harassment, staff are to intervene and stop harassment and separate the youth from the harasser. For sexual abuse, staff are to separate the victim from the perpetrator, assess the victim and call 911 if a life-threatening condition exists to preserve and protect the crime scene.

**Duty Supervisor:** For sexual harassment, the Duty Supervisor is to ensure staff separate the victim from the harasser, prepare a Preliminary Incident notification (PIN) and forward it to the applicable Bureau Chief (DSB/RTSB). For sexual abuse, the Duty Supervisor is to immediately respond to the scene, review the assessment of the victim, ensure the victim is separated from the alleged perpetrator/harasser, isolate the perpetrator/harasser, or place them in a dry cell to preserve evidence, do not interview alleged perpetrator/harasser, request medical and mental health staff to respond, and ensure that the victim receives on-site medical and mental health care as needed. In addition, the Duty Supervisor is to collect SIRs from all staff involved, ensure all mandated reporters complete the SCAR, and ensure the victim's attorney is notified.

**Special Investigation Unit (SIU):** Responds to allegations of sexual abuse and sexual harassment and conduct an administrative investigation. The SIU also ensures that department staff are trained to conduct investigations and received training in how to conduct sexual abuse investigations in confinement facilities, interviewing techniques for sexual abuse victims, proper use of Miranda and Garrity warning, and collecting evidence in confinement settings. In addition, the SIU is to maintain communication with law enforcement agency by conducting criminal investigation to assist with administrative investigation, and no close investigation even if the source of the investigation recants, resigns, or is released from custody.

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<sup>10</sup> Information procured from [County of Los Angeles Probation Department Directive 1412](#) issued 1-4-18

**Compliance Officer (Director/ Assistant Director):** Responds to allegations of sexual abuse by convening a review panel comprised of PREA Coordinator, Compliance Officer, line supervisor, and medical or mental health staff. This panel is to determine if a change in policy or practice is needed, the motivation behind the incident, if staff patterns or physical barriers contributed to incident, and if technology could have supplemented supervision. In addition, the Compliance Officer will then submit findings of panel to applicable Bureau Chief (DSB/RTSB).

For at least 90 days, the Compliance Officer shall monitor if there is retaliation against minor or staff who reported abuse, monitor conduct or treatment of the victim, act promptly to protect against retaliation, monitor disciplinary reports for perpetrator and ensure the youth have access to outside victim advocated by posting toll-free Rape Crisis Centers' hotline numbers. If monitoring goes beyond 90 days, the Compliance Officer is to notify the PREA Coordinator and Bureau Chief. If allegations are unfounded, the Compliance Officer is to terminate monitoring.

In practice, the 90-day monitoring is being executed by the PREA Compliance Unit as part of the Retaliation Monitoring.

### Medical and Mental Health Care Responsibilities

For sexual abuse, each facility is to offer medical and mental health evaluations and appropriate treatment to victims consistent with level of community care. Services include: Follow-up services, treatment plans, and if necessary, referrals for continued care upon transfer to other facilities or release from care. A victim of vaginal penetration is to be offered pregnancy tests. If tests are positive, the minor shall receive timely and comprehensive information about, and timely access to, all lawful pregnancy-related medical services.

STD tests shall be offered to all victims of sexual abuse at the Department's facilities. Regardless of cooperation with investigation, victimized minor is to receive treatment services without financial costs. If youth is identified with a classification code of VV or SAB, the youth shall be placed on Specialized Supervision status and department personnel shall take precautionary measures such as: distancing bed or room assignments when there are VV and/or SAB youth housed in the same unit/dorm.

- If separation is deemed necessary for the safety of the youth, the youth may be separated from others by being placed on administrative separation status.
  - Separated youth shall be afforded daily large-muscle exercise and any legally required educational programming or special education services.
  - Youth shall receive visits by medical and mental health practitioners daily.

### Grievances - Internal Affairs (IA)

The Internal Affairs Office (IA) acts as the investigative arm of the Chief Probation Officer with respect to employee misconduct. Some grievances are forwarded to IA depending on the allegations.<sup>11</sup> The determination should be based on individual circumstances and/or components

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<sup>11</sup> As noted in [Los Angeles County Probation Department Directive 964](#) issued on 1-6-2004.

of each incident including, but not limited to, the level of complexity, involvement of parties outside of the department, link to a criminal investigation, issues relevant to employee performance, and/or the need for independence from bureau staff.

IA receives grievances from facilities if they are referred by the Grievance Officer (GO), the Supervisor of the GO, or the upper management of that facility. IA also at times becomes aware of issues if an external party makes a complaint to the Ombudsperson or upper management, who refers it to IA.

## Complaints

Complaints are issues or concerns that can be submitted by people on field probation (juvenile and adult), citizens and outside agencies, or anyone who is not a youth currently inside a juvenile hall or camp.<sup>12</sup> Complaints are handled through various channels. Complaints submitted through the Probation Information Center (PIC) are routed by the PIC pursuant to their discretion. Sometimes, complaints submitted to the PIC are referred to and tracked by the Office of the Ombudsperson, but not always. Complaints can also be submitted directly through the Office of the Ombudsperson or IA. As with grievances, the Probation Department encourages staff to address and resolve complaints at the lowest level possible.

## Office of the Ombudsperson

The purpose of the Office of the Ombudsperson is to ensure that the voices of youth and adult Probation clients are heard, and to act on their behalf (*See Appendix G*).

The Office of the Ombudsperson was developed to create a specific avenue for complaints about placement care and services without fear of retribution. The Office of the Ombudsperson has been expanded to cover all bureaus within the Probation Department. The following are some responsibilities the Ombudsperson is obligated to perform:

- Accept all calls and determine the appropriate jurisdiction (DCFS, DCFS Ombudsperson, Probation), then contact the appropriate agency to file the required reports
- Document complaints, maintain logs, track trends, and provide quarterly management reports
- Work with Bureau Chiefs to ensure that investigations are completed in a timely manner
- Enforce the rights of foster youth per Welfare and Institutions Code (WIC) section 16001.9

## Receipt of Complaints

The Office of the Ombudsperson receives complaints from Probation clients, staff, and other members of the public. Complaints are to be addressed and documented in a timely manner. Complaints can be made via:

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<sup>12</sup> Information procured from County of Los Angeles Probation Department [Directive 1006](#) issued 10-12-2004



1. A call directly to the Office of the Ombudsperson or to the PIC who can refer the matter to the Office of the Ombudsperson
2. Electronically
  - a. Citizen Complaint form (for Departmental complaints) – *See Appendix H*
  - b. Internal Affairs Incident Report (for Employee misconduct) – *See Appendix I*
3. Mail

Parents, guardians, attorneys, or other concerned parties can make a complaint on behalf of a youth in a facility. Although these are concerns about a facility, they are complaints, not grievances, pursuant to Probation policy. Probation policy instructs that the individual with a complaint shall resolve the issues with a facility administrator or supervisor on-site. The policy is not clear about how the complaint will be forwarded to the facility. In practice, the Ombudsperson often works directly with the facility, goes to the facility to address the concern, or puts the individual directly in contact with staff at the facility. If the complaint comes in through the PIC, the individual may be directly referred to staff at the facility. If the concern is not resolvable or the person does not wish to resolve at the facility level, the individual may contact the facility's Ombudsperson who will provide feedback and recommendations as soon as possible or within ten (10) business days from the date of the initial complaint.

### Investigation of Complaints

The Office of the Ombudsperson facilitates an informal investigation towards the goal of resolving complaints and concerns. The role of the Office of the Ombudsperson is to remain objective while conducting fact-finding investigations, review department policy in order to derive a resolution, recommendation, and or conclusion, and provide the complainant with a correspondence in a timely manner.

Each complaint received by the Office of the Ombudsperson through hotline calls, online/web complaint, mail, or in person is screened, evaluated, then triaged. For complaints stemming from youth currently in the halls and camps, the Ombudsperson may encourage the complainant to communicate directly with the facility management and may also ask the complainant if they have utilized any other complaint process such as the department's Grievance Procedure (Alexander, Vartanian, Probation Directive 1064, 2005).

Once a complaint is triaged, the Office of the Ombudsperson will make contact with a department designee to address the complainant's issue within ten (10) business days of receiving the complaint. The designee is the individual determined by the Office of the Ombudsperson to address the matter. Designees may be any of the following: Deputy Probation Officer II, Supervising Detention Services Officer, Supervising Deputy Probation Officer, Director, Deputy Director, Bureau Chief. In some instances, complaints may be directed towards partnering agencies such as Department of Mental Health (DMH), Department of Juvenile Health Services (DJHS), Los Angeles County Office of Education (LACOE), Department of Children and Family Services (DCFS) and Los Angeles County Office of Inspector General (OIG). In those cases, the Office of the Ombudsperson will contact a designee in the partnering agency.



Upon receipt of a complaint, the Ombudsperson is to send a written notification to the appropriate Bureau Chief (or their representative) within 24 hours or the next business day. The Bureau Chief will then:

- Respond in writing to the complainant within five (5) business days of receiving notification to acknowledge receipt of the complaint and indicate that an investigation is being initiated
  - If the complaint alleges child abuse, the Bureau Chief shall ensure that a Suspected Child Abuse Report (SCAR) is submitted to local law enforcement and/or Child Abuse Hotline within mandated timeframes unless there is **compelling** information indicating that the incident did not occur.
- The investigation is to be completed within two (2) weeks. If the investigation is not completed within two (2) weeks, a status report shall be sent to the Office of the Ombudsperson every two (2) weeks until the investigation is complete.
- Upon completion of the investigation, the Bureau Chief shall provide the results of the investigation via a written notification to the reporting party.
- Bureau Chiefs shall forward all related reports, including attachments to the Ombudsperson.

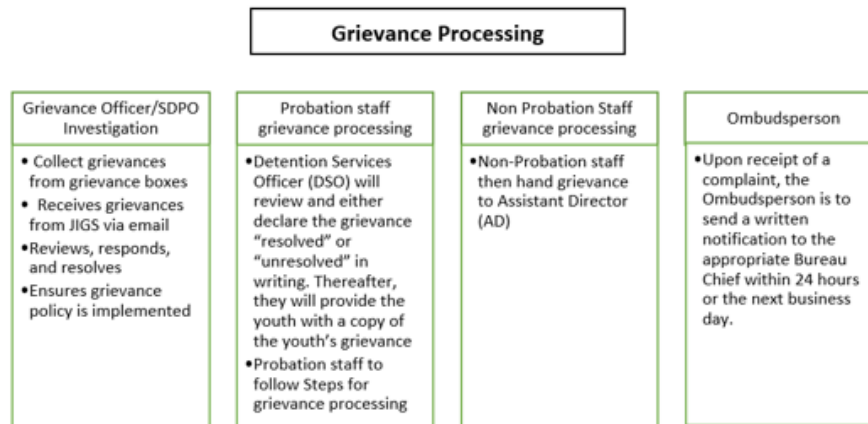
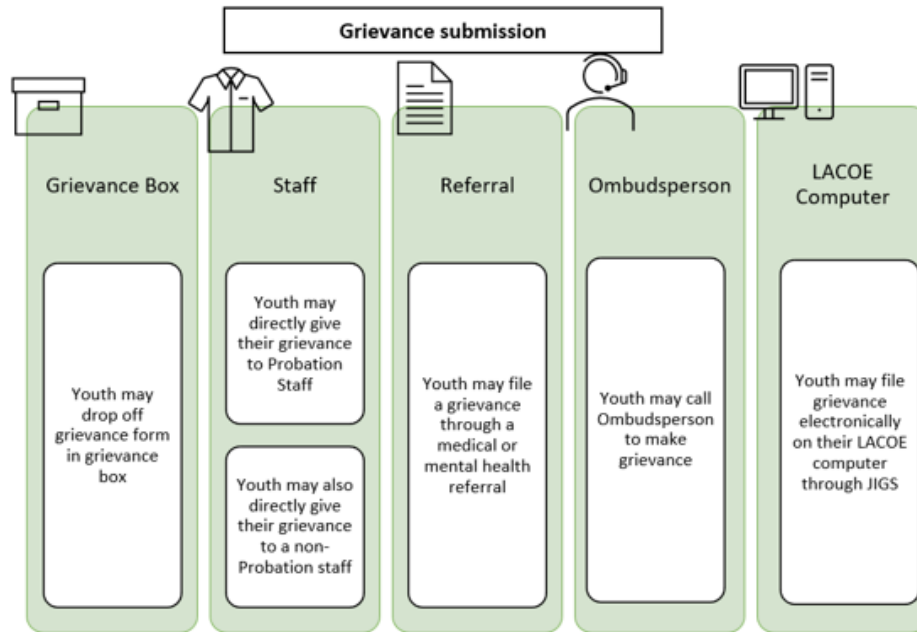
### Complaints - Internal Affairs

The Internal Affairs Office (IA) acts as the investigative arm of the Chief Probation Officer with respect to employee misconduct. According to IA, a complaint is defined as “an allegation of a specific act or omission by employee in violation of law, regulation, policy or procedure of the Department or County.” This report only addresses IA’s role in complaints and grievances that involve employee misconduct pertaining to an employee’s employment and not outside the scope of their work. IA can be contacted via:

1. Mail
2. Online: through the Internal Affairs Incident Report – *See Appendix I*
3. Call to Probation Information Center

## Appendices

### Appendix A. Juvenile Hall/DSB Grievance Process



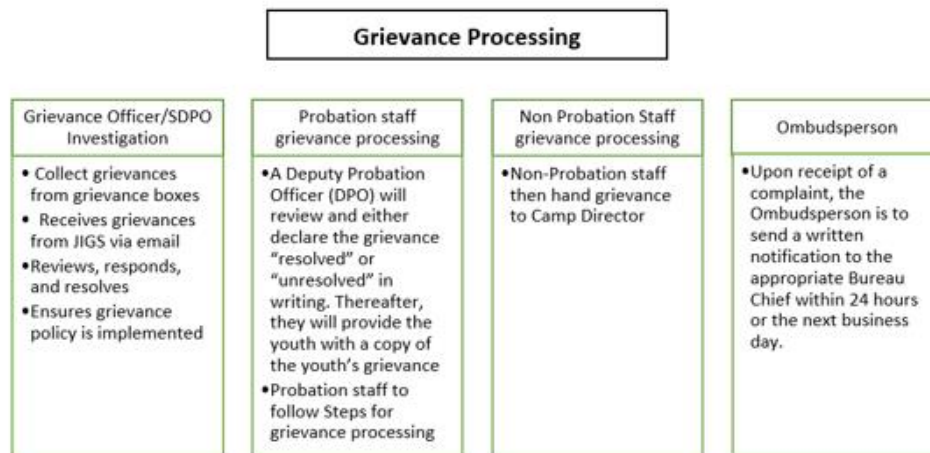
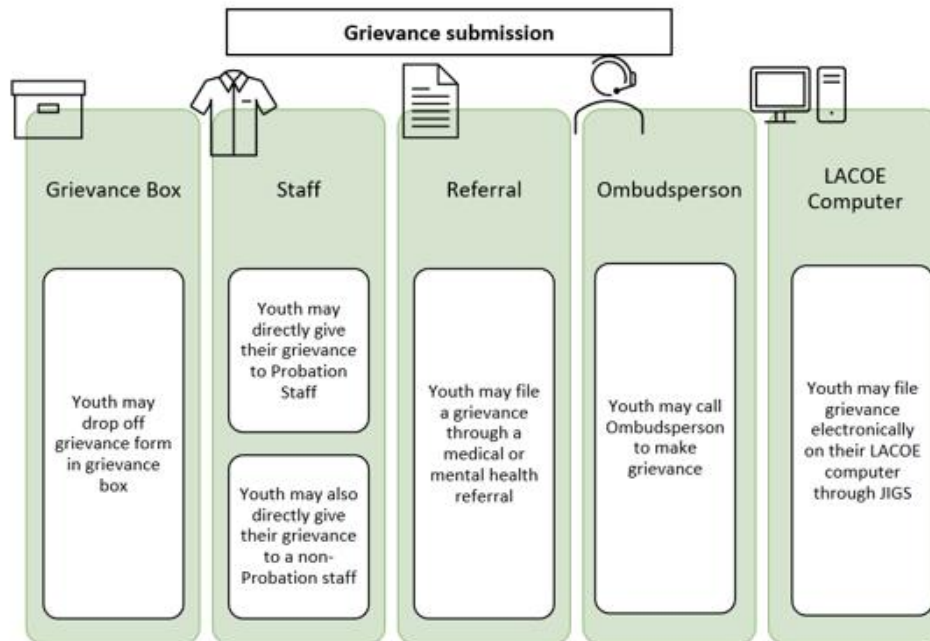
#### **Grievance Resolution**

\*Any action taken by staff must be documented on grievance form

Grievance to be reviewed,dispositioned, and returned to youth by end of shift

Grievances must be resolved within (10) business days, unless more time is needed and youth will be notified of the reason for the delay

## Appendix B. Camp/RTSB Grievance Process



### Grievance Resolution

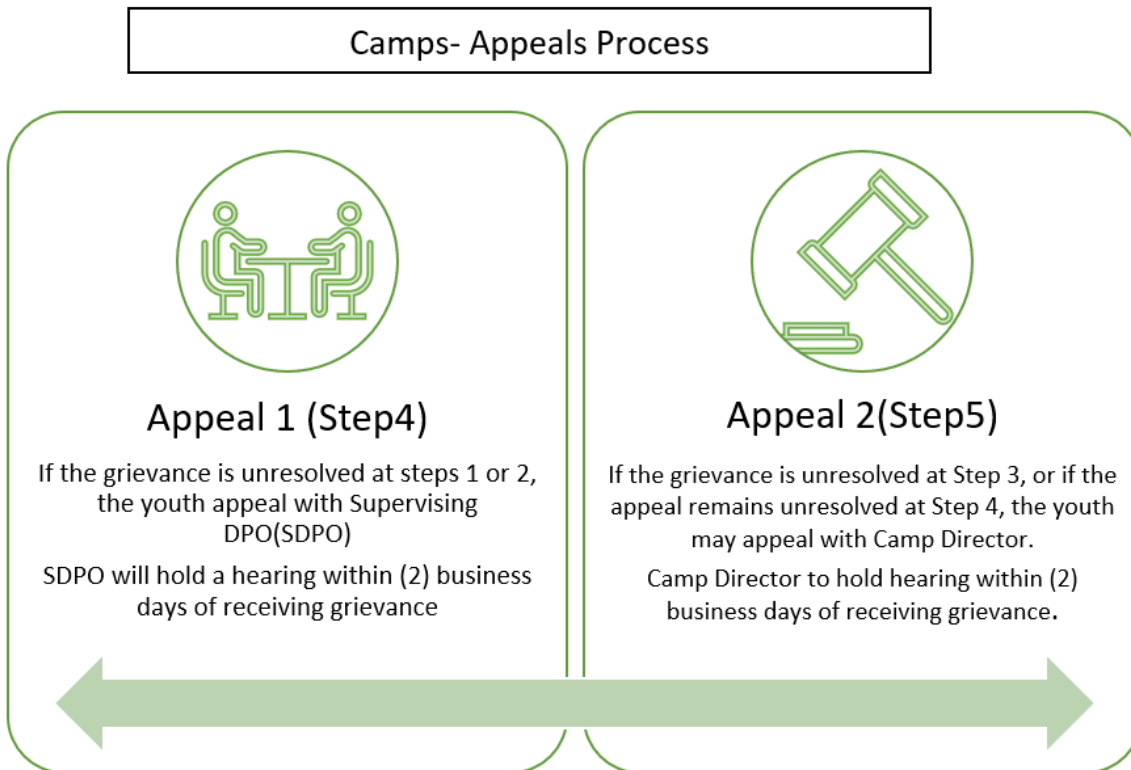
\*Any action taken by staff must be documented on grievance form

Grievance to be reviewed,dispositioned, and returned to youth by end of shift

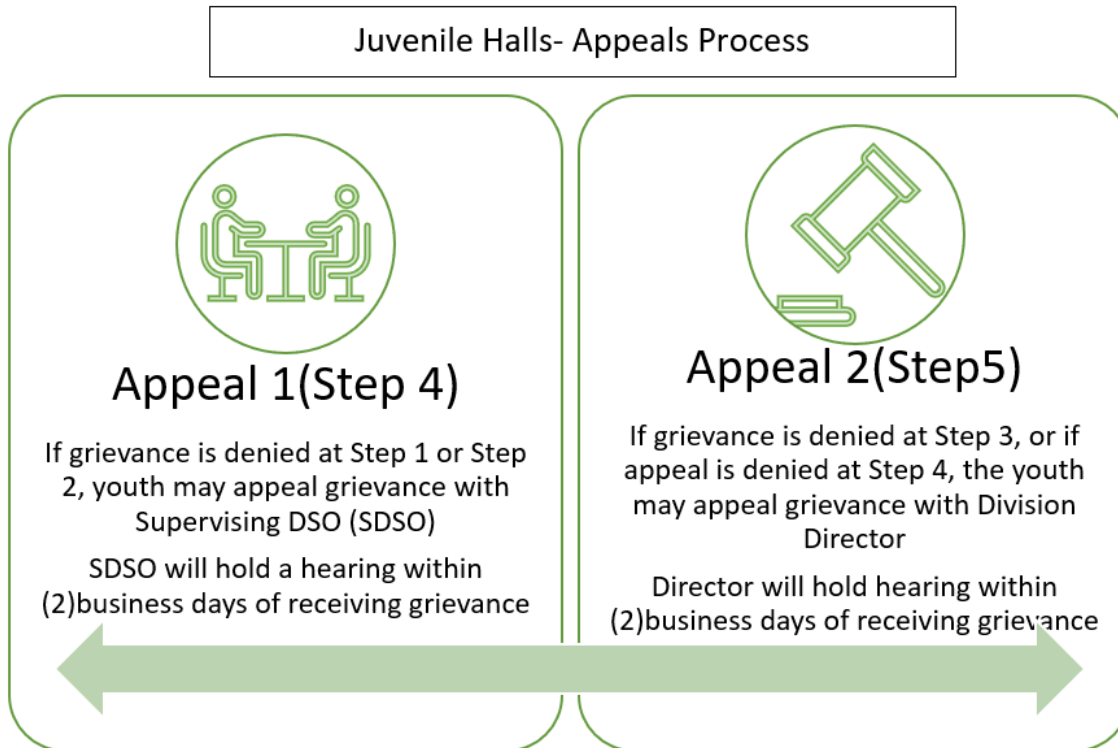
Grievances must be resolved within (10) business days, unless more time is needed and youth will be notified of the reason for the delay

If the grievance or appeal is processed by the Camp Director, the Camp Director will issue a final decision of resolution within (1) business day or hearing

### Appendix C. Camps-Appeals Process Illustration



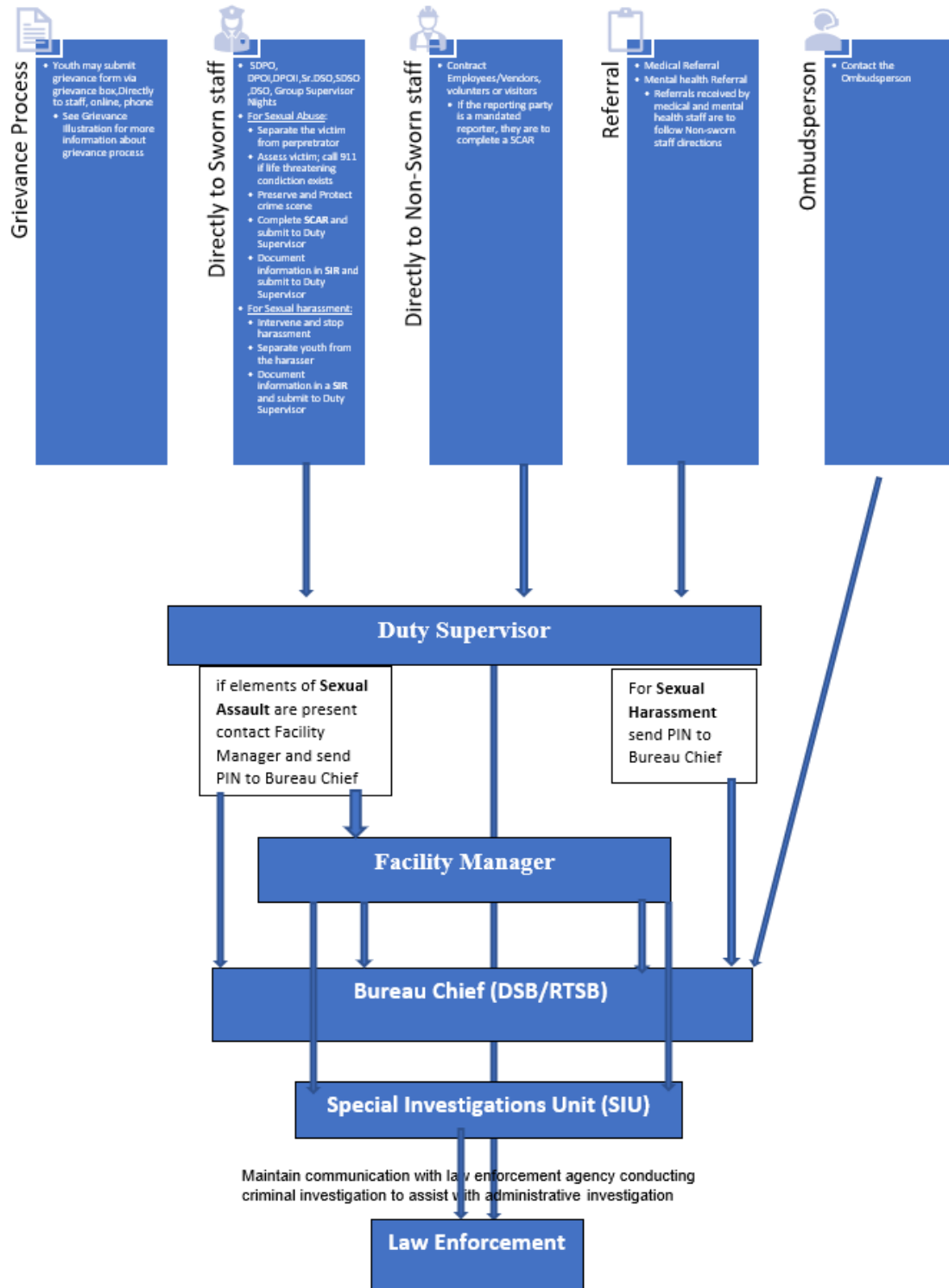
Appendix D. Juvenile Halls- Appeals Process Illustration



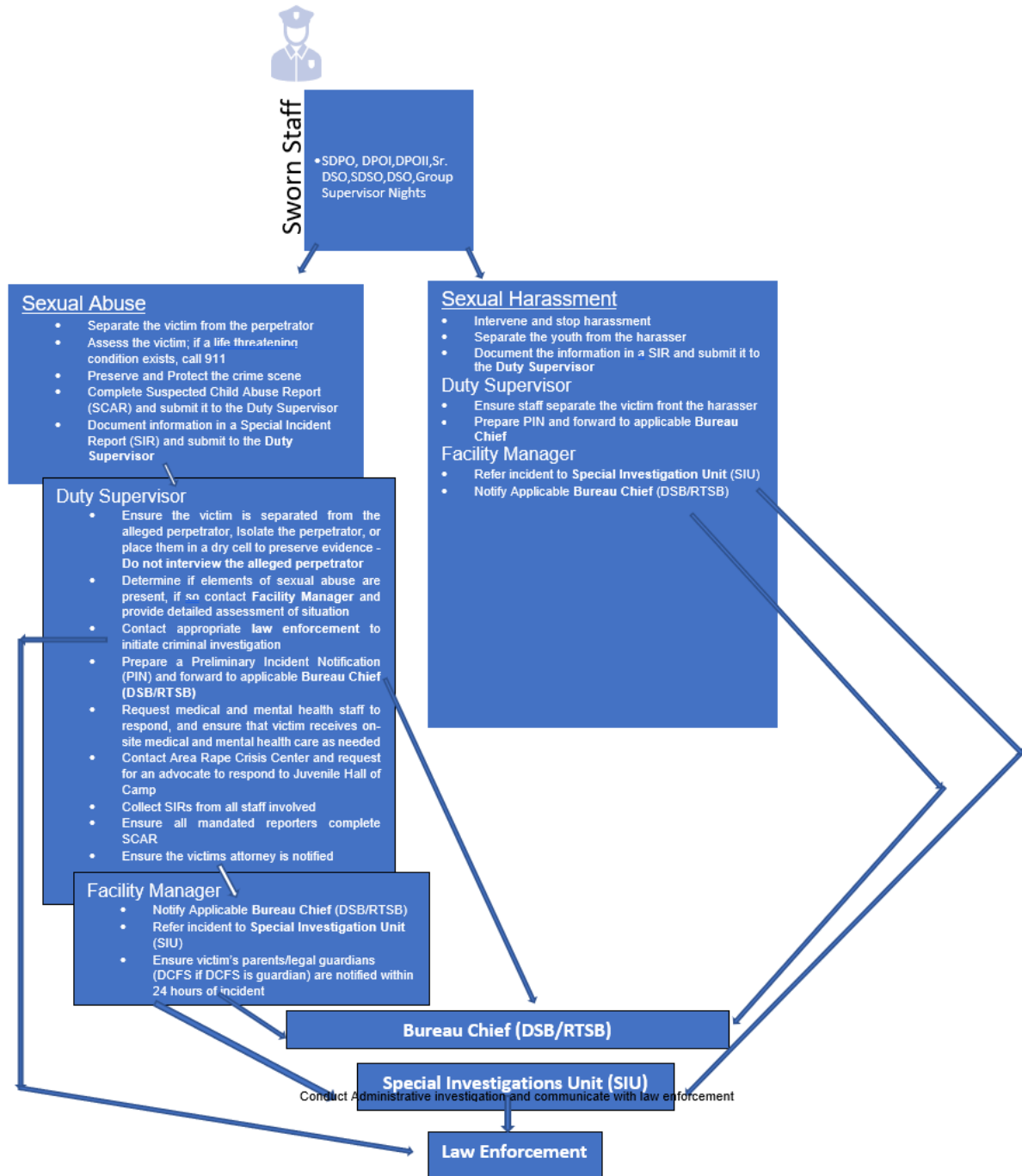
## Appendix E. Sexual Assault and Sexual Harassment Reporting Process

### Sexual Assault and Sexual Harassment **Reporting** Process

Youth may **report** through:

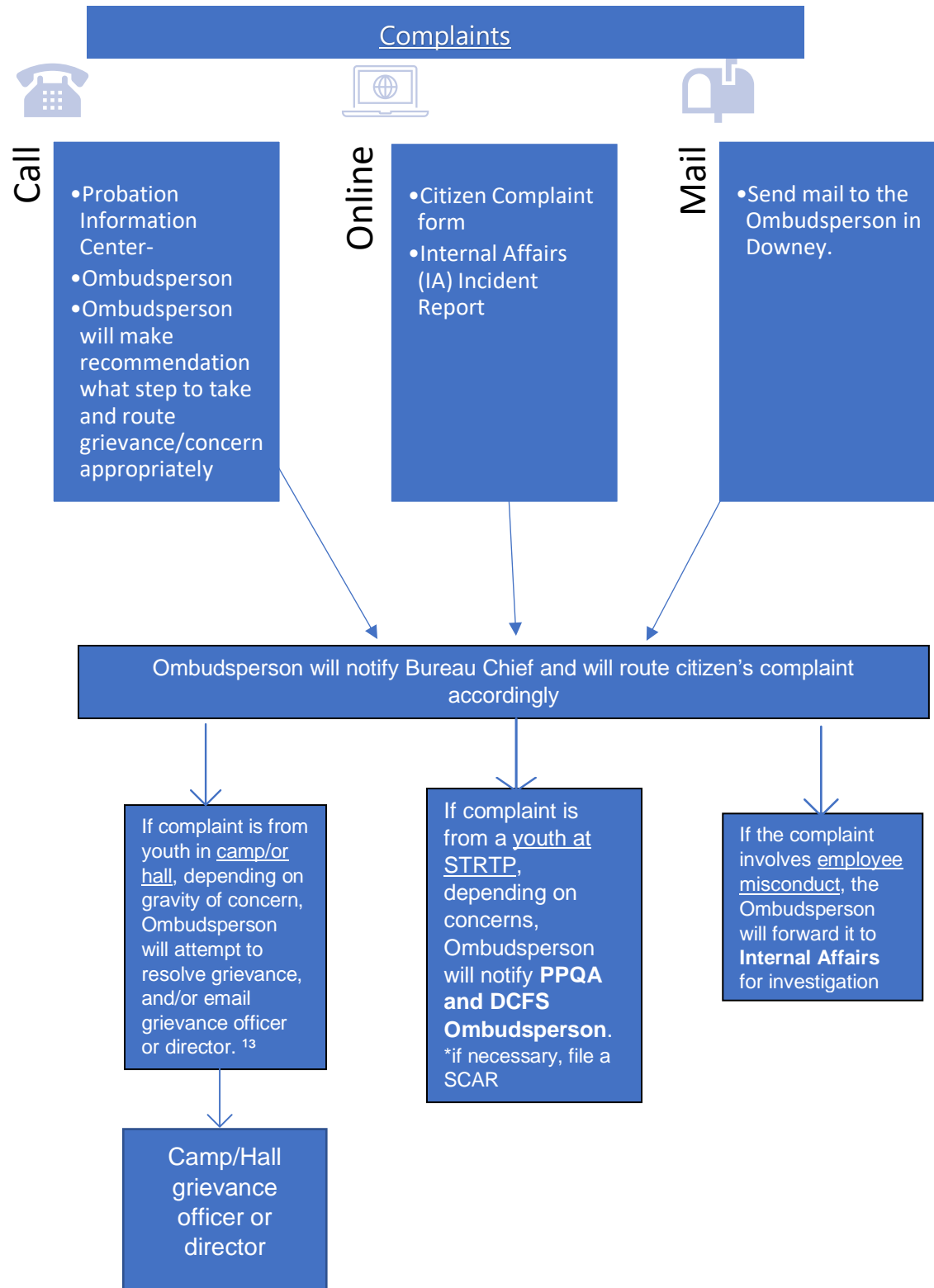


## Appendix F. Sexual Assault and Sexual Harassment Response Illustration





## Appendix G. Complaints Illustration



<sup>13</sup> Not in policy. This information was provided by Ombudsperson.

## Appendix H. Citizen's Complaint Form



LOS ANGELES COUNTY PROBATION DEPARTMENT

### CITIZEN'S COMPLAINT FORM



*You have the right to file a complaint with the Los Angeles County Probation Department. Every complaint regardless of its nature, is reviewed for an appropriate level of investigation. Complaint forms may be submitted in person at any Los Angeles County Probation Department office, by mail or e-mail.*

#### SECTION 1: YOUR PERSONAL INFORMATION

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

X# / PDJ# / Case# or Date of Birth (if relevant): \_\_\_\_\_

#### SECTION 2: IF COMPLETING FOR SOMEONE OTHER THAN YOURSELF

Full Name of Client: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

X# / PDJ# / Case# or Date of Birth (if relevant): \_\_\_\_\_

#### SECTION 3: COMPLAINT (ATTACH ADDITIONAL SHEETS, IF NECESSARY)

Date & Time of Occurrence: \_\_\_\_\_ Location: \_\_\_\_\_

Name of Persons Involved (if known): \_\_\_\_\_

Describe Complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe what steps have you taken to try to resolve/address the problem before filing a complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What would you like to see happen to resolve/address this complaint? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### COMPLAINT PROCESS

California law requires this agency to have a procedure to investigate citizen's complaints. Your complaint will be analyzed and based on the outcome of our investigation, appropriate action will be taken. Matters regarding the specifics of an investigation are confidential. Citizen's complaints and any reports or findings relating to complaints must be retained by this agency for at least five years. Written complaints regarding employee misconduct or case management concerns/issues are generally forwarded to the office head responsible. If there appears to be reasonable evidence to indicate that an employee has been in violation of departmental standards, the complaint may be forwarded to the Internal Affairs Unit of the Probation Department for further investigation.

#### Contact Information:

Los Angeles County Probation Department - Internal Affairs Bureau

Attn: Office of the Ombudsman

9150 E. Imperial Highway #L-22, Downey, CA 90242

Telephone: (877) 822-3222

E-Mail: [Ombudsman@probation.lacounty.gov](mailto:Ombudsman@probation.lacounty.gov)

The Citizen's Complaint Form is to be completed, signed and dated before submitting. It is against the law to make a complaint that you know to be false. If you make a complaint against a Peace Officer or any Probation Department employee knowing that it is false, you can be prosecuted on a misdemeanor charge. I have read and understand the above statement.

\_\_\_\_\_

Print Name

Signature

Today's Date

#### -For Probation Staff Only-

*If received please complete below and submit to your office management or e-mail to: [Ombudsman@probation.gov](mailto:Ombudsman@probation.gov)*

Received BY: \_\_\_\_\_ Date: \_\_\_\_\_


## Appendix I. Internal Affairs Incident Report

### PROBATION IA REFERRAL


#### Complaint Information

- \* Denotes required field.
- Phone number must be in this format: 123-456-7890
- If you are Law Enforcement, please select Law Enforcement from the dropdown list under Preferred Contact.


##### CONTACT METHOD

\* Preferred Contact:  

##### PERSON REPORTING INCIDENT

\* First Name:  \* Last Name:   
Phone #:  Email Address:   
\* Relation to Probation Department:    
Employee ID:

##### INCIDENT INFORMATION

Have you informed the department about this previously? ☐ Yes ☐ No  
\* Date of Incident:  

##### LOCATION OF INCIDENT

\* Location of Incident:  
☐ Probation Facility/Location  
☐ Social Media  
☐ Other Location  
\* Location Description (Address/Business/Cross Street):

\* Incident Description:

Next 