



County of Los Angeles
CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

April 14, 2009

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

Dear Supervisors:

**AUTHORIZE CONTRACTS TO IMPLEMENT
TRAINING AND SUPPORT ACTIVITIES FOR CHILD CARE PROVIDERS
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

This letter recommends that your Board authorize and delegate authority to the Chief Executive Officer or his designee to enter into agreements and/or purchase orders with Child Development Institute LLC and WestEd to implement training and support components of the Steps to Excellence Project. Also, delegate authority to purchase training services from six trainers and materials to support all training activities is recommended.

This letter further recommends delegated authority to the Chief Executive Officer or his designee to prepare and execute any and all amendments needed for implementing the training and support agreements, including the option to increase contract sums by no more than 15 percent, if funding is available.

JOINT RECOMMENDATION WITH DIRECTOR OF THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES THAT YOUR BOARD:

1. Delegate authority to the Chief Executive Officer (CEO) or his designee to prepare and execute sole source agreements, substantially similar to the proposed Agreements, and/or purchase orders with the Child Development Institute LLC (Attachment I) and WestEd (Attachment II), beginning date of Board approval and ending June 30, 2009, to implement training and support components of the Steps to Excellence Project (STEP). If it is determined for expediency a purchase order would be better suited, all procurement requirements will be met. Total funding will not exceed \$50,000. Funding for activities provided by the Child Development Institute LLC will not exceed \$12,045, and will not exceed \$5,500 for WestEd. Training and support agreements will be reviewed and approved as to form by County Counsel prior to their execution.

"To Enrich Lives Through Effective And Caring Service"

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17

APRIL 14, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Authorize the purchase of services from six trainers to provide training on the topics of Building Positive Relationships with Children, and Understanding the Early Childhood, Infant/Toddler and Family Child Care Environment Rating Scales on an as-needed basis. Compensation to any one trainer will not exceed \$5,000.
3. Delegate authority to the CEO or his designee to prepare and execute any and all amendments as may be deemed necessary for implementing the training and support agreements, including the option to increase the maximum contract sums by no more than 15 percent of the total, provided that sufficient funding is available. Approval as to form by County Counsel will be obtained prior to executing any amendments.
4. Authorize the purchase of materials to support these training activities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed training activities are the first phase of a multi-year collaboration between the Department of Children and Family Services (DCFS) and the CEO.

On December 12, 2006, your Board adopted a recommendation by the Policy Roundtable for Child Care to establish the STEP. STEP is a child care quality rating and support program administered by the Office of Child Care (OCC) within the CEO. STEP is currently operating in ten communities within Los Angeles County.

The quality support components of STEP offer focused training opportunities that are designed to substantially improve the quality of services provided to young children and their families, and are directly related to the STEP quality rating matrix. In addition, the proposed trainings are a means to build a cadre of child care and development programs that are prepared to work with children and families who are at risk of, or are currently involved with the child welfare system.

STEP provides DCFS with a vehicle to deliver training, both specific training services to the child care and development programs, and support overall quality improvements.

Implementation of Strategic Plan Goals

STEP supports the County's strategic plan goals related to children, family and adult well-being, community and municipal services, and health and mental health. STEP provides training and support services to local child development programs committed to high quality child development services.

FISCAL IMPACT/FINANCING

The Department of Children and Family Services will reimburse OCC to implement these training activities from their California Department of Education (CDE) Grant. Total cost of the proposed services will not exceed \$50,000 (training costs up to \$24,000 and material costs not to exceed \$27,000). DCFS has secured approval from the CDE to cover these expenses under the Supportive Services component of their CDE child care contract.

The Office of Child Care will invoice DCFS for all costs related to this training activity by July 9, 2009.

It is the intent of both DCFS and the CEO to continue and expand this collaborative training effort during Fiscal Year (FY) 2009-10. Costs for a 12-month training program would be substantially higher and would include additional training opportunities. Plans to expand this effort will be dependent upon CDE's approval.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Implementation of STEP began July 2007 and during FY 2007-08, efforts were directed to recruiting STEP participants. To date, over 200 child care centers and family child care providers have applied to participate in the program. On-site observations and ratings of programs began in February 2009 and will continue through June 30, 2011.

The STEP rating process focuses on those components of child development programs which research has identified as most directly impacting program quality and child outcomes. The training opportunities being proposed are designed to promote long-term program improvements and make it possible for programs to earn high STEP scores.

Agreements with the Child Development Institute LLC and WestEd will begin upon date of Board approval and end as of June 30, 2009. If it is determined for expediency, a purchase order would be better suited, all procurement requirements will be met. The Child Development Institute LLC was identified to lead the training; funding will not exceed \$12,045. Funding for WestEd will not exceed \$5,500. Service requests for purchase orders for the six identified trainers will not occur until after the date of Board approval and will cease to occur prior to June 30, 2009 compensation for any one trainer will not exceed \$5,000.

Training will focus on the following components:

- **Creating a High Quality Learning Environment**
Training will present information and practical strategies on how to create a high-quality learning environment, based upon criteria found in the following Early Childhood Rating Scales created by Harms and Clifford.
- **Building Positive Relationships with Children**
Training will focus on the importance of adults' active and sensitive interactions with young children and relevant best practices. Participants will learn responsive care techniques and explore their effects upon children's bonding and attachment. Participants will also be introduced to the Adult Involvement Scale, an assessment tool that uses direct observation to rate the quality of teacher-child interactions.
- **Identifying Developmental Delays**
Training will offer instruction and coaching on how to select and administer high-quality, research-based developmental screening tools to identify children (from birth to 5 years) that may have a special need or developmental delay. Participants will increase their

understanding of children's typical development and learn how to use a developmental screening tool within the context of involving and strengthening families during the screening process.

- **Implementing an Infant/Toddler Curriculum**

Training will offer information on the importance of early brain development and instruction on integrating infant/toddler learning across multiple developmental domains. Participants will learn strategies on how to offer infants and toddlers opportunities for learning through play and personal care routines and how to develop supportive relationships for effective guidance of children's social behavior.

CONTRACTING PROCESS

The training and support components provided by Child Development Institute and WestEd will be procured as sole source contractors. WestEd, a Joint Powers Authority, is the only entity authorized by the CDE to provide Program on Infant Toddler Care on-site training and technical assistance services for California's infant/toddler centers and family child care providers serving infants and toddlers. Moreover, WestEd is well versed in the best practices for that age group. Because of this, both agencies were assessed as being uniquely qualified to provide the services needed within the time frame needed.

The Child Development Institute LLC is qualified to provide the proposed training and support services because of its successful history of providing clinical services to children and families, along with training and on-site consultation to early childhood programs. In addition, their approach to training on the use of developmental screening tools is within the context of strengthening families. Child Development Institute LLC is the only vendor that provides this unique combination of services. Further, the sole source justification was sent to and approved by the State.

The six trainers whose services will be purchased through a Service Request were selected from those who responded to a solicitation. The solicitation was posted on the OCC and County contracting site. These trainers were subject to a review of their training skills, their understanding of specific environment rating instruments, and an interview. The six trainers were selected based upon training skills, knowledge and expertise of child development and rating scales.

IMPACT ON CURRENT SERVICES

During FY 2007-08, OCC administered a one-time only contract with the CDE which supported a variety of training activities. The financial support of DCFS will allow STEP to continue those efforts while also expanding the pool of child care and development providers who are prepared to serve children and families involved in or at risk of involvement with the child welfare system. Given the economic challenges confronting families and child development programs, these training opportunities will be particularly important.

The Honorable Board of Supervisors
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CONCLUSION

Upon approval by your Board, the CEO will finalize these training agreements. Your offices will be provided the training calendars as they are finalized.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer



PATRICIA PLOEHN
Department of Children and Family Services

WTF:MS
KH:KMS:hn

Attachments (2)

c: Auditor-Controller
County Counsel

COUNTY OF LOS ANGELES



AGREEMENT FOR STEP TRAINING AND SUPPORT

BY AND BETWEEN

**THE COUNTY OF LOS ANGELES
AND**

CHILD DEVELOPMENT INSTITUTE LLC

AGREEMENT NUMBER: _____

**AGREEMENT FOR
STEP TRAINING AND SUPPORT**

AGREEMENT NUMBER: _____

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CHILD DEVELOPMENT INSTITUTE LLC

AGREEMENT NUMBER: _____

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AGREEMENT

This AGREEMENT is entered into this _____ day of _____ 2009, by and between the County of Los Angeles (hereafter "COUNTY") and Child Development Institute LLC (hereinafter referred to as "CONTRACTOR"), to provide COUNTY with consulting services.

WHEREAS, CONTRACTOR desires to provide, and COUNTY desires to acquire from CONTRACTOR, services as a contractor.

WHEREAS, CONTRACTOR is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services CONTRACTOR shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances.

WHEREAS, CONTRACTOR is uniquely qualified to provide this service based on their established track record in providing clinical services to very young children and their families, where the children are coping with a variety of issues such as developmental delays, autism spectrum disorders, and attachment disorders, as well as training and consultation services to both child development programs and families.

WHEREAS, the Board of Supervisors has authorized the Chief Executive Officer, pursuant to Government Code Sections 23005 and 31000, to enter into contracts for such specialized services.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

I. APPLICABLE DOCUMENTS

A. Attachments A, B, C and D, as set forth below are attached hereto and incorporated by reference, and form a part of this Agreement.

Attachment A ***Statement of Work and Project Costs***

Attachment B ***CONTRACTOR Employee Acknowledgment and Confidentiality Agreement***

Attachment C ***Invitation for Bids/Request for Proposals Grounds for Rejection***

Attachment D ***Safely Surrendered Baby Law Fact Sheet***

B. This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

- A. The term of this Agreement shall commence one day following approval of this Agreement by COUNTY and shall expire on **June 30, 2009**, subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Agreement, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.
- B. This Agreement may be extended by mutual agreement of the COUNTY and the CONTRACTOR by amending the Agreement to reflect such extension.

III. INTERPRETATION

This Agreement shall be interpreted in accordance with the laws of the State of California.

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:

- A. **Board of Supervisors**: The Board of Supervisors of the County of Los Angeles.
- B. **CONTRACTOR**: The sole proprietor, partnership, or corporation which has entered into a contract with COUNTY to perform or execute the work covered by these specifications.
- C. **County Contract Manager**: The COUNTY person who will monitor and evaluate CONTRACTOR's performance in the daily operation of the Agreement and provide direction to CONTRACTOR in the areas relating to policy, procedures and other matters within the purview of this Agreement. The COUNTY Contract Manager for this Agreement shall be **Kathy Malaske-Suma**, or her designee. All work performed under this Agreement shall be subject to the approval of the COUNTY Contract Manager or designee.
- D. **Fiscal Year**: COUNTY's Fiscal Year which commences on July 1 and ends the following June 30.

IV. MAXIMUM AMOUNT AND CONTRACTOR PAYMENT

- A. The Maximum Amount of this Agreement shall be **Twelve Thousand forty-five dollars (\$12,045)** for the term of this Agreement as set forth in II.A, above.
- B. Payment to CONTRACTOR shall be made in arrears at the rates specified in Agreement Attachment A, **Statement of Work and Project Costs**, provided that CONTRACTOR is not in default under any provision of this Agreement and has submitted a complete and accurate statement of payment due with

documentation and deliverables attached supporting the statement of payment due. CONTRACTOR's fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of CONTRACTOR.

- C. CONTRACTOR shall submit to the County Contract Manager its invoices, with documentation supporting the invoiced amounts, and the required deliverables (see Part V, below, Statement of Work/Deliverables).
- D. Upon approval of the required deliverables, the County Contract Manager shall review the invoice and make adjustments for any liquidated damages or other offset authorized by this Agreement, and authorize payment of an accurate invoice as soon as possible after receipt of CONTRACTOR's billing. COUNTY will make a reasonable effort to effect payment within thirty (30) days following receipt of an invoice which is accurate as to form and content.
- E. 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 CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than 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.
- F. .If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against the COUNTY.
- G. In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by CONTRACTOR under this Agreement shall also be reduced correspondingly. The COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

V. STATEMENT OF WORK/DELIVERABLES

Pursuant to the provisions of this Agreement, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work and Project Costs.

VI. FURTHER TERMS AND CONDITIONS

A. AMENDMENTS TO AGREEMENT

Any amendment to this Agreement, including as set forth in Section II,B, shall be at the mutual consent of the COUNTY and the CONTRACTOR and shall be executed by the Chief Executive Officer, Auditor-Controller, and Executive Officer of the Board of Supervisors, and approved as to form by County Counsel.

1. For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the County Contract Manager and CONTRACTOR's designated Contract Manager.
2. For any change affecting CONTRACTOR's project personnel, CONTRACTOR shall submit written notification and request to effect the change to the County Contract Manager; the County Contract Manager or designee may accept or reject CONTRACTOR's written notification and request.

B. APPROVAL OF WORK

All tasks, "work products" (deliverables), services or other work performed by CONTRACTOR are subject to the written approval of the COUNTY Contract Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by COUNTY.

C. ASSIGNMENT BY CONTRACTOR

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

3. Any assumption, assignment, delegation, or takeover of any of the duties, CONTRACTOR'S 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 Agreement which may result in the termination of the Agreement. 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".

D. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical handicap, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

E. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

F. COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

CONTRACTOR shall indemnify, defend and hold harmless COUNTY from any loss, damage or liability resulting from a violation on the part of CONTRACTOR of such laws, rules, regulations and ordinances.

G. CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billing, COUNTY records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached **Contractor Employee Acknowledgment and Confidentiality Agreement** (Agreement Attachment B). The Confidentiality Agreement shall be filed in CONTRACTOR's personnel records for the employee and CONTRACTOR shall provide a copy to COUNTY upon request.

H. CONFLICT OF INTEREST

1. No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, 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 Agreement. 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.
2. CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited,"* and that execution of the Agreement will not violate those provisions. CONTRACTOR must sign and adhere to the ***"Invitation for Bids/Request for Proposals Grounds for Rejection,"*** Agreement Attachment C, hereunder.
3. 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 Agreement. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

I. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

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

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

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

K. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all County Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

L. CONTRACTOR PERSONNEL

CONTRACTOR shall provide qualified personnel to perform work and provide "work products" (deliverables) as indicated in the Agreement. CONTRACTOR will ensure that its staff possesses the required professional licenses and certificates, if any, required by the State of California.

M. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from 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 COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD 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).

N. CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. 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.
2. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
3. The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
4. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. 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.
8. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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.

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.

9. These terms shall also apply to subcontractors of County Contractors.

O. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon

which COUNTY may immediately terminate or suspend this Agreement. 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 Agreement. CONTRACTOR warrants that it is not now aware of any facts which do or could create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

P. COUNTY'S QUALITY ASSURANCE PLAN

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

Q. COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT

COUNTY retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

R. COVENANT AGAINST FEES

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

S. DISCLOSURE OF INFORMATION

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

1. CONTRACTOR shall develop all publicity material in a professional manner.
2. During the course of performance of this Agreement, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without COUNTY's prior consent.
3. CONTRACTOR shall not possess any interest, title, or right to any COUNTY case data or records. CONTRACTOR is prohibited from disclosing any identified or unidentified raw COUNTY data to any other party, or from combining any identified or unidentified raw COUNTY data with that of any other CONTRACTOR client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of COUNTY.

T. EMPLOYMENT ELIGIBILITY VERIFICATION

1. CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.
2. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

U. INDEMNIFICATION

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

The subCONTRACTOR agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the sub contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.

V. INDEPENDENT CONTRACTOR STATUS

1. The CONTRACTOR shall perform all services hereunder as an independent CONTRACTOR and is not and shall not be considered as an employee of the COUNTY. The Agreement is by and between the CONTRACTOR and the COUNTY and is not intended, and shall not be construed, to create the relationship of employee, agent, partnership, joint venture, or association, between the COUNTY and the CONTRACTOR.
2. The CONTRACTOR understands and agrees that all persons furnishing services to the CONTRACTOR pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of the CONTRACTOR and not the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of the CONTRACTOR pursuant to this Agreement.
3. CONTRACTOR represents and warrants to COUNTY, and COUNTY relies on such representation and warranty, that CONTRACTOR has the necessary skills, competency and expertise to fully and completely perform the specialized services called for under this Agreement. COUNTY and CONTRACTOR understand and agree that CONTRACTOR is responsible for the means and methods of performing these special services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by COUNTY pursuant to this Agreement.

W. INSURANCE COVERAGE REQUIREMENTS

1. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million
2. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
3. **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act,

Jones Act or any other Federal law for which CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - policy limit	\$1 million
Disease - each employee	\$1 million

X. INSURANCE - GENERAL REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

1. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **CEO-SIB, Attn: Karen Herberts, 222 S. Hill Street, Fifth Floor, Los Angeles, CA 90012** prior to commencing services under this Agreement. Such certificates or other evidence shall:
 - a) Specifically identify this Agreement.
 - b) Clearly evidence all coverages required in this Agreement.
 - c) Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
 - e) Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
3. **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
4. **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:
 - a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - b) Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - c) Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.
 - d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.
5. **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
6. **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
 - a) CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

- b) CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

Y. JURY SERVICE PROGRAM COMPLIANCE

1. This Agreement 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.
2. Written Employee Jury Service Policy.
 - a) 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.
 - b) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor or consultant 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 Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
 - c) If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement 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 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 Agreement 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.

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

Z. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

AA. LIQUIDATED DAMAGES

1. If, in the judgment of the COUNTY, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the COUNTY, or her designee, at her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the COUNTY, or her designee, in a written notice describing the reasons for said action.
2. If the COUNTY determines that there are deficiencies in the performance of this Contract that the COUNTY deems are correctable by the CONTRACTOR over a certain time span, the COUNTY will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the COUNTY may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

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

3. The action noted in Sub-paragraph 2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
4. This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

BB. MEETINGS

All meetings between COUNTY and CONTRACTOR will be held at mutually agreed upon locations in Los Angeles County.

CC. NON-DISCRIMINATION IN EMPLOYMENT

1. CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
2. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or

political affiliation. Such action shall include but is not limited to the following: 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.

3. CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
4. CONTRACTOR shall allow COUNTY's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
5. If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may cancel, terminate, or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement

DD. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

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 Agreement. 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 Agreement 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 Agreement.

EE. NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

FF. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

GG. 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 Agreement Attachment D (***Safely Surrendered Baby Law Fact Sheet***) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

HH. NOTICES

1. Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to COUNTY shall be addressed to:

Karen Herberts
County of Los Angeles
Chief Executive Office
Service Integration Branch
222 S. Hill Street, 5th floor
Los Angeles, CA 90012
Phone: 213-974-1329
Email: kherberts@ceo.lacounty.gov

The notices and envelopes containing same to CONTRACTOR shall be addressed to:

Regan Gausslin
Child Development Institute LLC
6340 Variel Avenue, Suite A
Woodland Hills, CA 91367
Phone: 818-888-4559
Email: rgausselin@childdevelopmentinstitute.org

2. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

II. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPs

CONTRACTOR understands and agrees that neither CONTRACTOR nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of CONTRACTOR's services rendered pursuant to this Agreement, whether as a prime CONTRACTOR or subcontractor, or as a CONTRACTOR to any other prime CONTRACTOR or subcontractor. Any such involvement by CONTRACTOR shall result in the rejection by COUNTY of the bid or proposal by the prime CONTRACTOR in question.

JJ. PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY personnel, and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Agreement are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement.

KK. RECORDS RETENTION AND INSPECTION

1. Upon receipt of a written request, CONTRACTOR shall, at no cost to COUNTY, make available to COUNTY and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of CONTRACTOR to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. Such material, including books, records, documents, case files and all pertinent costs, accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after the term of this Agreement, or until such time as all audits are completed, whichever is later. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.
2. Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to CONTRACTOR's operations under this Agreement shall be returned to COUNTY or to such other location in COUNTY as the County Contract Manager may direct. It is understood that all of the materials described above are the property of COUNTY and not of CONTRACTOR.

3. In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by CONTRACTOR or otherwise, CONTRACTOR shall file a copy of each such audit report with the County Contract Manager within thirty (30) days after CONTRACTOR's receipt thereof.

LL. RECYCLED BOND PAPER

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

MM. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph M "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to 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 COUNTY may terminate this contract pursuant to Paragraph OO "TERMINATION FOR DEFAULT OF CONTRACTOR" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

NN. TERMINATION FOR CONVENIENCE OF THE COUNTY

1. Performance of services under this Agreement may be terminated by COUNTY in whole or in part when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a ten (10) calendar day prior written Notice of Termination specifying the extent to which the performance work is terminated and the date upon which such termination becomes effective.
2. If, during the term of this Agreement, COUNTY funds appropriated for the purpose of this Agreement are reduced or eliminated, COUNTY may immediately terminate this Agreement upon written notice to CONTRACTOR.
3. After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a) Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

- b) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 4. After receipt of the Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
- 5. In the event it is determined by COUNTY that CONTRACTOR has been overcompensated, COUNTY shall notify CONTRACTOR of the overcompensation, and CONTRACTOR must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due COUNTY.
- 6. Subject to the provisions of the subparagraphs NN.1 and NN.2, above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 7. Upon termination of this Agreement, CONTRACTOR shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
- 8. Upon termination of this Agreement, CONTRACTOR shall comply with the provisions of Paragraph KK, RECORDS RETENTION AND INSPECTION, herein above.

OO. TERMINATION FOR DEFAULT OF CONTRACTOR

- 1. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - a) If CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof;

- b) If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of three (3) calendar days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
2. In the event COUNTY terminates this Agreement in whole or in part as provided in this Paragraph OO, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to COUNTY for any incremental and excess costs for such similar services; or
3. If, after giving Notice of Termination of this Agreement under the provisions of this Paragraph OO, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Paragraph or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Paragraph NN, TERMINATION FOR CONVENIENCE OF THE COUNTY, herein above.
4. Upon termination of this agreement, CONTRACTOR shall adhere to the termination provisions of Paragraph NN, TERMINATION FOR CONVENIENCE OF THE COUNTY, herein above.

PP. TERMINATION FOR IMPROPER CONSIDERATION

1. COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement. 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.
2. CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

QQ. TERMINATION FOR NON-APPROPRIATION OF FUNDS

1. COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.
2. COUNTY shall make a good faith effort to notify CONTRACTOR, in writing, of such non-appropriation at the earliest time.

RR. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

SS. WAIVER

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

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CHILD DEVELOPMENT INSTITUTE LLC

AGREEMENT NUMBER: _____

IN WITNESS THEREOF, COUNTY has caused this Agreement to be executed by the Chief Executive Officer. CONTRACTOR has caused this Agreement to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____

WILLIAM T FUJIOKA
Chief Executive Officer

Date _____

APPROVED AS TO FORM:
BY ACTING COUNTY COUNSEL

ROBERT KALUNIAN

By _____

DAVID BEAUDET
Senior Deputy County Counsel

By _____

Joan Maltese
Executive Director
Child Development Institute

95-4545540

Taxpayer Identification No.

STATEMENT OF WORK AND PROJECT COSTS

***Child Development Institute LLC (CDI)
Child Development Screening Tool Training***

Purpose

The Child Development Institute LLC (CDI) shall provide four (4) full days of training for up to 25 participants per day on incorporating developmental screening tools into child development programs, and up to 33 hours of follow-up consultation or workshops to integrate these tools into the operations of their programs.

The total budget for this training proposal shall not exceed \$12,045.

Training Content for Full Day Training: Step 1

CDI shall provide four (4) full-day group training sessions for child care center staff and family child care providers. Full day trainings consist of five (5) hours of classroom instruction. Training shall be available for up to twenty-five (25) participants. Location, date and time of consultation sessions will be determined collaboratively between Los Angeles County Office of Child Care (LACOCC) staff and CDI staff. Training sessions shall be provided by qualified and experienced CDI trainers, and CDI trainers shall have both expertise in the training modules outlined below and experience in the training of child care providers. Training sessions shall include the following topics:

- Strengthening Families (2 hours)
 - Implementing the 5 protective factors
 - Building relationships
 - Completing self assessment of current performance
- Benefits of Developmental Screening (1 hour)
 - To understand the importance of early identification and the impact that undetected and untreated disabilities have on the child and family.
 - To understand how early intervention can support the child and family and enhance their quality of life
 - To understand how routine screening of a child's development supports the child-parent relationship and strengthens the family
- PEDS (1 hour)
 - Implementing the PEDS into your program
 - How to administer the PEDS

- How to share results with families
- How to make referrals and determine services available for families in your community
- ASQ (1 hour)
 - Implementing the ASQ into your program
 - How to administer the ASQ
 - How to share results with families
 - How to make referrals and determine services available for families in your community

Consultation: Step 2

CDI shall provide ongoing consultation services in two (2) forms:

1. Group Consultation Workshops

CDI shall provide three (3) group consultation workshops to graduates of the full day trainings, for the purpose of facilitating the integration of developmental screenings into the operations of the different child care programs. Group consultation workshops will span three (3) hours and will take place at local child care Resource and Referral agencies or other local community-based venues designated by LACOCC. Group consultation workshops will cover (at a minimum) the following topics:

- Trainers will present information and lead group discussions on implementation topics to help participants use a developmental screening tool in their child care program.
- Attendees will be encouraged to share implementation issues and concerns that their child care sites are having and trainers will lead entire group through problem solving strategies.

2. Individual Consultation Site Visits

CDI shall provide up to 24 hours of on-site consultation visits to graduates of the full day trainings to assist the graduates in preparing for and implementing developmental screening tools in individual child development programs. On-site consultation visits shall be held at the graduate's child care facility.

Budget

Full Day Training Program Fees:

No more than 25 attendees per session

Fees for Module Training (Full Day Trainings): \$1,980

- Training/Trainers = \$1,500 for two trainers @ 5 hours at \$150/hour each

- Materials = \$ 300 for up to 25 participants
- Prep time = \$ 180 @ 3 hours of prep time at \$60/hour

Subtotal for Full Day Training Modules = \$1,980

Total Number of Trainings: 4

Total Cost for 4 Full Day Trainings: \$ 7,920

Fees for Consultations:

Consultation rate = \$125.00/ hour for each trainer

Fees for Individual Consultation Site Visits

- Include between 12 and 24 hours of on-site consultation services; estimating each site visit consultation would span 2 hours, CDI would implement a minimum of 6 and a maximum of 12 site visits by June 2009.

Total Cost for Individual Consultation Site Visits will not exceed **\$3,000**, travel costs are not included.

Fees for Group Consultation Workshops

- Include 9 hours of group "workshop" consultation services to take place at local Resource & Referral and/or community venues as described in the proposal, each workshop spanning 3 hours in length.

Total Cost for Group Consultation Workshops will not exceed **\$1,125**, travel cost are not included.

Summary of Fees for Consultation:

Maximum of 12 - 2 hour Consultation sessions	\$ 3,000
<u>3 - 3 hour Consultation Workshops</u>	<u>\$ 1,125</u>
Total Cost for Consultation:	\$ 4,125

Budget Grand Total: \$ 12,045

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this CONTRACTOR employee acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that _____ is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the County of Los Angeles.

_____ (*Initial and date*)

Confidentiality Agreement

As an employee of _____, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles.

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

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

". . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . ."

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

". . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . ."

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or upon completion of the presently assigned work task, whichever occurs first.

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

Signature _____

Dated _____

Printed Name _____

Position/Title _____

ATTACHMENT C

**INVITATION FOR BID/REQUEST FOR PROPOSAL
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, *Certain Contracts Prohibited*, sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal 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:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer

Signature

Date

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

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



Safely Surrendered Baby Law



Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply 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?

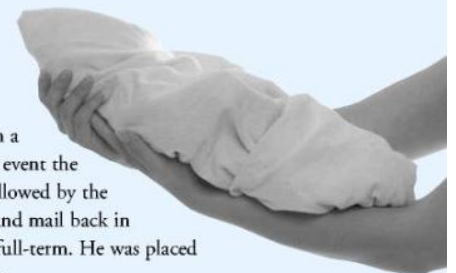
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.



COUNTY OF LOS ANGELES



AGREEMENT FOR STEP TRAINING AND SUPPORT

BY AND BETWEEN

**THE COUNTY OF LOS ANGELES
AND**

WESTED

AGREEMENT NUMBER: _____

**AGREEMENT FOR
STEP TRAINING AND SUPPORT**

AGREEMENT NUMBER: _____

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AGREEMENT FOR

This AGREEMENT is entered into this _____ day of _____ 2009, by and between the County of Los Angeles (hereafter "COUNTY") and WestEd (hereinafter referred to as "CONTRACTOR"), to provide COUNTY with consulting services.

WHEREAS, CONTRACTOR desires to provide, and COUNTY desires to acquire from CONTRACTOR, services as a contractor.

WHEREAS, CONTRACTOR is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services CONTRACTOR shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances.

WHEREAS, CONTRACTOR, a Joint Powers Authority, is the only entity authorized by the California Department of Education (CDE) to provide Program on Infant/Toddler Care on-site training and technical assistance services for California's infant/toddler centers and family child care providers serving infants and toddlers, well versed in the best practices for that age group, and uniquely qualified to provide this training.

WHEREAS, the Board of Supervisors has authorized the Chief Executive Officer, pursuant to Government Code Sections 23005 and 31000, to enter into contracts for such specialized services.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

I. APPLICABLE DOCUMENTS

- A. Attachments A, B, C and D, as set forth below are attached hereto and incorporated by reference, and form a part of this Agreement.

Attachment A ***Statement of Work and Project Costs***

Attachment B ***Contractor Employee Acknowledgment and Confidentiality Agreement***

Attachment C ***Invitation for Bids/Request for Proposals Grounds for Rejection***

Attachment D ***Safely Surrendered Baby Law Fact Sheet***

- B. This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

- A. The term of this Agreement shall commence one day following approval of this Agreement by COUNTY and shall expire on **June 30, 2009**, subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Agreement, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.
- B. This Agreement may be extended by mutual agreement of the COUNTY and the CONTRACTOR by amending the Agreement to reflect such extension.

III. INTERPRETATION

This Agreement shall be interpreted in accordance with the laws of the State of California.

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:

- A. **Board of Supervisors**: The Board of Supervisors of the County of Los Angeles.
- B. **Contractor**: The sole proprietor, partnership, or corporation which has entered into a contract with COUNTY to perform or execute the work covered by these specifications.
- C. **County Contract Manager**: The COUNTY person who will monitor and evaluate CONTRACTOR's performance in the daily operation of the Agreement and provide direction to CONTRACTOR in the areas relating to policy, procedures and other matters within the purview of this Agreement. The County Contract Manager for this Agreement shall be **Kathy Malaske-Suma**, or her designee. All work performed under this Agreement shall be subject to the approval of the County Contract Manager or designee.
- D. **Fiscal Year**: COUNTY's Fiscal Year which commences on July 1 and ends the following June 30.

IV. MAXIMUM AMOUNT AND CONTRACTOR PAYMENT

- A. The Maximum Amount of this Agreement shall be for Five-thousand-five hundred dollars (**\$ 5,500**) for the term of this Agreement as set forth in II.A, above.
- B. Payment to CONTRACTOR shall be made in arrears at the rates specified in Agreement Attachment A, **Statement of Work and Project Costs**, provided that CONTRACTOR is not in default under any provision of this Agreement and has submitted a complete and accurate statement of payment due with

documentation and deliverables attached supporting the statement of payment due. CONTRACTOR's fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of CONTRACTOR.

- C. CONTRACTOR shall submit to the County Contract Manager its invoices, with documentation supporting the invoiced amounts, and the required deliverables (see Part V, below, Statement of Work/Deliverables).
- D. Upon approval of the required deliverables, the County Contract Manager shall review the invoice and make adjustments for any liquidated damages or other offset authorized by this Agreement, and authorize payment of an accurate invoice as soon as possible after receipt of CONTRACTOR's billing. COUNTY will make a reasonable effort to effect payment within thirty (30) days following receipt of an invoice which is accurate as to form and content.
- E. 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 CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than 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.
- F. .If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against the COUNTY.
- G. In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by CONTRACTOR under this Agreement shall also be reduced correspondingly. The COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

V. STATEMENT OF WORK/DELIVERABLES

Pursuant to the provisions of this Agreement, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work and Project Costs.

VI. FURTHER TERMS AND CONDITIONS

A. AMENDMENTS TO AGREEMENT

Any amendment to this Agreement, including as set forth in Section II,B, shall be at the mutual consent of the COUNTY and the CONTRACTOR and shall be executed by the Chief Executive Officer, Auditor-Controller, and Executive Officer of the Board of Supervisors, and approved as to form by County Counsel.

1. For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the County Contract Manager and CONTRACTOR's designated Contract Manager.
2. For any change affecting CONTRACTOR's project personnel, CONTRACTOR shall submit written notification and request to effect the change to the County Contract Manager; the County Contract Manager or designee may accept or reject CONTRACTOR's written notification and request.

B. APPROVAL OF WORK

All tasks, "work products" (deliverables), services or other work performed by CONTRACTOR are subject to the written approval of the COUNTY Contract Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by COUNTY.

C. ASSIGNMENT BY CONTRACTOR

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

3. Any assumption, assignment, delegation, or takeover of any of the duties, CONTRACTOR'S 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 Agreement which may result in the termination of the Agreement. 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".

D. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical handicap, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

E. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

F. COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

CONTRACTOR shall indemnify, defend and hold harmless COUNTY from any loss, damage or liability resulting from a violation on the part of CONTRACTOR of such laws, rules, regulations and ordinances.

G. CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billing, COUNTY records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached **Contractor Employee Acknowledgment and Confidentiality Agreement** (Agreement Attachment B). The Confidentiality Agreement shall be filed in CONTRACTOR's personnel records for the employee and CONTRACTOR shall provide a copy to COUNTY upon request.

H. CONFLICT OF INTEREST

1. No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, 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 Agreement. 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.
2. CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited,"* and that execution of the Agreement will not violate those provisions. CONTRACTOR must sign and adhere to the ***"Invitation for Bids/Request for Proposals Grounds for Rejection,"*** Agreement Attachment C, hereunder.
3. 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 Agreement. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

I. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

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

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

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

K. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

L. CONTRACTOR PERSONNEL

CONTRACTOR shall provide qualified personnel to perform work and provide "work products" (deliverables) as indicated in the Agreement. CONTRACTOR will ensure that its staff possesses the required professional licenses and certificates, if any, required by the State of California.

M. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from 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 COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD 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).

N. CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. 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.
2. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
3. The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
4. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. 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.
8. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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.

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.

9. These terms shall also apply to subcontractors of County Contractors.

O. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon

which COUNTY may immediately terminate or suspend this Agreement. 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 Agreement. CONTRACTOR warrants that it is not now aware of any facts which do or could create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

P. COUNTY'S QUALITY ASSURANCE PLAN

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

Q. COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT

COUNTY retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

R. COVENANT AGAINST FEES

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

S. DISCLOSURE OF INFORMATION

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

1. CONTRACTOR shall develop all publicity material in a professional manner.
2. During the course of performance of this Agreement, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without COUNTY's prior consent.
3. CONTRACTOR shall not possess any interest, title, or right to any COUNTY case data or records. CONTRACTOR is prohibited from disclosing any identified or unidentified raw COUNTY data to any other party, or from combining any identified or unidentified raw COUNTY data with that of any other CONTRACTOR client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of COUNTY.

T. EMPLOYMENT ELIGIBILITY VERIFICATION

1. CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.
2. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

U. INDEMNIFICATION

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

The subCONTRACTOR agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the sub contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract.

V. **INDEPENDENT CONTRACTOR STATUS**

1. The CONTRACTOR shall perform all services hereunder as an independent CONTRACTOR and is not and shall not be considered as an employee of the COUNTY. The Agreement is by and between the CONTRACTOR and the COUNTY and is not intended, and shall not be construed, to create the relationship of employee, agent, partnership, joint venture, or association, between the COUNTY and the CONTRACTOR.
2. The CONTRACTOR understands and agrees that all persons furnishing services to the CONTRACTOR pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of the CONTRACTOR and not the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of the CONTRACTOR pursuant to this Agreement.
3. CONTRACTOR represents and warrants to COUNTY, and COUNTY relies on such representation and warranty, that CONTRACTOR has the necessary skills, competency and expertise to fully and completely perform the specialized services called for under this Agreement. COUNTY and CONTRACTOR understand and agree that CONTRACTOR is responsible for the means and methods of performing these special services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by COUNTY pursuant to this Agreement.

W. **INSURANCE COVERAGE REQUIREMENTS**

1. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million
2. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
3. **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is

responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - policy limit	\$1 million
Disease - each employee	\$1 million

X. **INSURANCE - GENERAL REQUIREMENTS**

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

1. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **CEO-SIB, Attn: Karen Herberts, 222 S. Hill Street, Fifth Floor, Los Angeles, CA 90012** prior to commencing services under this Agreement. Such certificates or other evidence shall:
 - a) Specifically identify this Agreement.
 - b) Clearly evidence all coverages required in this Agreement.
 - c) Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
 - e) Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
3. **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
4. **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:
 - a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - b) Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - c) Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.
 - d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.
5. **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
6. **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
 - a) CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

- b) CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

Y. JURY SERVICE PROGRAM COMPLIANCE

1. This Agreement 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.
2. Written Employee Jury Service Policy.
 - a) 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.
 - b) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor or consultant 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 Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
 - c) If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement 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 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 Agreement 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.

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

Z. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

AA. LIQUIDATED DAMAGES

1. If, in the judgment of the COUNTY, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the COUNTY, or her designee, at her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the COUNTY, or her designee, in a written notice describing the reasons for said action.
2. If the COUNTY determines that there are deficiencies in the performance of this Contract that the COUNTY deems are correctable by the CONTRACTOR over a certain time span, the COUNTY will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the COUNTY may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

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

3. The action noted in Sub-paragraph 2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
4. This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

BB. MEETINGS

All meetings between COUNTY and CONTRACTOR will be held at mutually agreed upon locations in Los Angeles County.

CC. NON-DISCRIMINATION IN EMPLOYMENT

1. CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
2. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental disability, marital status, or

political affiliation. Such action shall include but is not limited to the following: 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.

3. CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
4. CONTRACTOR shall allow COUNTY's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
5. If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may cancel, terminate, or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement

DD. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

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 Agreement. 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 Agreement 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 Agreement.

EE. NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

FF. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

GG. 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 Agreement Attachment D (***Safely Surrendered Baby Law Fact Sheet***) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

HH. NOTICES

1. Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to COUNTY shall be addressed to:

Karen Herberts
County of Los Angeles
Chief Executive Office
Service Integration Branch
222 S. Hill Street, 5th floor
Los Angeles, CA 90012
Phone: 213-974-1329
Email: kherberts@ceo.lacounty.gov

The notices and envelopes containing same to CONTRACTOR shall be addressed to:

Janet Poole
WestEd
1476 Green Ravine Drive
Lincoln, CA 95648
Phone: 916-543-6697
Email: jpoole@wested.org

2. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

II. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPs

CONTRACTOR understands and agrees that neither CONTRACTOR nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of CONTRACTOR's services rendered pursuant to this Agreement, whether as a prime CONTRACTOR or subcontractor, or as a CONTRACTOR to any other prime CONTRACTOR or subcontractor. Any such involvement by CONTRACTOR shall result in the rejection by COUNTY of the bid or proposal by the prime CONTRACTOR in question.

JJ. PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY personnel, and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Agreement are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement.

KK. RECORDS RETENTION AND INSPECTION

1. Upon receipt of a written request, CONTRACTOR shall, at no cost to COUNTY, make available to COUNTY and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of CONTRACTOR to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. Such material, including books, records, documents, case files and all pertinent costs, accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after the term of this Agreement, or until such time as all audits are completed, whichever is later. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.
2. Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to CONTRACTOR's operations under this Agreement shall be returned to COUNTY or to such other location in COUNTY as the County Contract Manager may direct. It is understood that all of the materials described above are the property of COUNTY and not of CONTRACTOR.

3. In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by CONTRACTOR or otherwise, CONTRACTOR shall file a copy of each such audit report with the County Contract Manager within thirty (30) days after CONTRACTOR's receipt thereof.

LL. RECYCLED BOND PAPER

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

MM. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph M "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to 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 COUNTY may terminate this contract pursuant to Paragraph OO "TERMINATION FOR DEFAULT OF CONTRACTOR" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

NN. TERMINATION FOR CONVENIENCE OF THE COUNTY

1. Performance of services under this Agreement may be terminated by COUNTY in whole or in part when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a ten (10) calendar day prior written Notice of Termination specifying the extent to which the performance work is terminated and the date upon which such termination becomes effective.
2. If, during the term of this Agreement, COUNTY funds appropriated for the purpose of this Agreement are reduced or eliminated, COUNTY may immediately terminate this Agreement upon written notice to CONTRACTOR.
3. After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a) Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.

- b) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
4. After receipt of the Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
5. In the event it is determined by COUNTY that CONTRACTOR has been overcompensated, COUNTY shall notify CONTRACTOR of the overcompensation, and CONTRACTOR must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due COUNTY.
6. Subject to the provisions of the subparagraphs NN.1 and NN.2, above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
7. Upon termination of this Agreement, CONTRACTOR shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
8. Upon termination of this Agreement, CONTRACTOR shall comply with the provisions of Paragraph KK, RECORDS RETENTION AND INSPECTION, herein above.

OO. TERMINATION FOR DEFAULT OF CONTRACTOR

1. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - a) If CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof;

- b) If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of three (3) calendar days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
2. In the event COUNTY terminates this Agreement in whole or in part as provided in this Paragraph OO, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to COUNTY for any incremental and excess costs for such similar services; or
3. If, after giving Notice of Termination of this Agreement under the provisions of this Paragraph OO, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Paragraph or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Paragraph NN, TERMINATION FOR CONVENIENCE OF THE COUNTY, herein above.
4. Upon termination of this agreement, CONTRACTOR shall adhere to the termination provisions of Paragraph NN, TERMINATION FOR CONVENIENCE OF THE COUNTY, herein above.

PP. TERMINATION FOR IMPROPER CONSIDERATION

1. COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement. 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.
2. CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

QQ. TERMINATION FOR NON-APPROPRIATION OF FUNDS

1. COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.
2. COUNTY shall make a good faith effort to notify CONTRACTOR, in writing, of such non-appropriation at the earliest time.

RR. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

SS. WAIVER

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

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WESTEd
AGREEMENT NUMBER: _____

IN WITNESS THEREOF, COUNTY has caused this Agreement to be executed by the Chief Executive Officer. CONTRACTOR has caused this Agreement to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____ Date _____
WILLIAM T FUJIOKA
Chief Executive Officer

APPROVED AS TO FORM:
BY COUNTY COUNSEL

RAYMOND G. FORTNER, JR.

By _____
DAVID BEAUDET
Senior Deputy County Counsel

By _____
Paul S. Matinez
Contract Administrator
WestEd

94-3233542
Taxpayer Identification No.

STATEMENT OF WORK AND PROJECT COSTS

**Program on Infant/Toddler Care
 WestEd - PITC Partners for Quality Proposal
 For the Los Angeles County Office of Child Care**

The purpose of this proposed training series is to support teachers/providers in articulating what infants and toddlers are learning in their play and personal care routines. WestEd - PITC Partners for Quality will provide two workshops, at three hours each, in five areas of Los Angeles County. The cost per session will include training, materials and travel. The total cost for five double session workshops would be \$5,500.

Training will be provided in English or Spanish at various locations through the County. The Office of Child Care will be responsible for identifying the areas for training and appropriate language, securing the location for the training, and recruiting participants. Each session will be capped at 25 participants.

Area 1 - Location to be determined

Session	Cost
Session I: Understanding Learning and Development Across Domains	\$550
Session II: Social Emotional Development and the Impact of Early Brain Development	\$550
Total Cost	\$1,100

Area 2 - Location to be determined

Session	Cost
Session I: Understanding Learning and Development Across Domains	\$550
Session II: Social Emotional Development and the Impact of Early Brain Development	\$550
Total Cost	\$1,100

Area 3 - Location to be determined

Session	Cost
Session I: Understanding Learning and Development Across Domains	\$550
Session II: Social Emotional Development and the Impact of Early Brain Development	\$550
Total Cost	\$1,100

WESTEd
AGREEMENT NUMBER: _____

Area 4 - Location to be determined

Session	Cost
Session I: Understanding Learning and Development Across Domains	\$550
Session II: Social Emotional Development and the Impact of Early Brain Development	\$550
Total Cost	\$1,100

Area 5 - Location to be determined

Session	Cost
Session I: Understanding Learning and Development Across Domains	\$550
Session II: Social Emotional Development and the Impact of Early Brain Development	\$550
Total Cost	\$1,100

TOTAL COST: \$5,500

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this CONTRACTOR employee acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that _____ is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the County of Los Angeles.

_____ *(Initial and date)*

Confidentiality Agreement

As an employee of _____, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles.

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

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

". . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . ."

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

". . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . ."

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or upon completion of the presently assigned work task, whichever occurs first.

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

Signature _____ Dated _____

Printed Name _____

Position/Title _____

ATTACHMENT C

**INVITATION FOR BID/REQUEST FOR PROPOSAL
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, Certain Contracts Prohibited, sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal 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:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer

Signature

Date

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

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



Safely Surrendered Baby Law



Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply 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.

