



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

September 22, 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:

## **AWARD OF CONTRACT TO OPERATE THE VAN NUYS CIVIC CHILD DEVELOPMENT CENTER (THIRD DISTRICT AFFECTED) (3 VOTES)**

### **SUBJECT**

Enter into a one year sole source contract with Around the Korner Center for School Age Enrichment (Around the Korner) for the operation of the Van Nuys Civic Child Development Center (Center). This child development center serves the children of Los Angeles County, City of Los Angeles, and Superior Court of California employees. The Center provides full day, full year services for children from birth to six years of age.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award a sole source contract to operate the Center to Around the Korner, located in Arleta, California. The effective date of the contract will be October 1, 2009, or date of Board approval, whichever is later, for a period of one year. Program operating costs will be covered by parent fees, collected and managed by Around the Korner. Facility costs will be covered by sponsoring entities, including the County Departments of Children and Family Services, District Attorney, Public Defender, Public Social Services, the City of Los Angeles, and the Superior Court of California. The Probation Department will manage the sponsor contributions of approximately \$11,000 per entity.
2. Instruct the Chair to sign the attached contract.
3. Delegate authority to the Chief Executive Officer (CEO) or his designee to prepare and execute amendments to the contract, if in the opinion of the CEO, the amendment is warranted. Include in this authority, the option to extend the contract for a six-month period, in order to complete a Request for Proposal process.

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only**

## **ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27

September 22, 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

4. Authorize the CEO to enter into a Memorandum of Understanding with the Probation Department to serve as the Liaison with the operator of the Center, coordinating the Center's Advisory Committee, and managing departmental and other contributions to the Center which shall be used to cover utility, janitorial, and maintenance costs, as well as a scholarship fund.

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

The purpose of this action is to continue, without interruption, the provision of child development services to families enrolled at the Center. The Child Care Resource Center (CCRC), who has been operating the Center since August 16, 2005, has decided to not extend their contract for an additional year. Pending your Board's action and completion of the child care licensing process, Around the Korner will assume control of the facility on October 1, 2009.

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

This action is consistent with Goal Two of the County of Los Angeles Strategic Plan to enrich the lives of children and families through the provision of cost-effective and client-centered services.

#### **FISCAL IMPACT/FINANCING**

The Center, which was developed by the Third District, will be made available to Around the Korner on a rent-free basis. Utility, janitorial, and facility maintenance costs will be covered by sponsoring entities. These entities include the County Departments of Children and Family Services, District Attorney, Probation, Public Defender, Public Social Services, the City of Los Angeles, and the Superior Court of California. Contributions from these entities will also support a small scholarship fund to facilitate the participation of lower-income families in the Center.

Operational costs of the Center will be funded by parent fees. These fees will be collected and managed by Around the Korner.

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

The County of Los Angeles has been providing employee child development services since 1988. Currently, there are 11 County sponsored programs located throughout the County with a combined capacity to serve 786 children from birth to six years of age.

The CCRC was awarded the contract to operate the Center in August 2005, and began providing services to children and families in January 2006. On June 23, 2009, in accordance with the terms of the contract, CCRC informed the CEO that they did not intend to renew this contract, which expired on August 31, 2009.

### **CONTRACTING PROCESS**

Given the short time between receiving notification of CCRC's intent to not renew the contract to operate the Center, and that contract's end date, it was not possible to implement a request for proposal to identify a new operator.

In addressing this issue, the CEO's Office of Child Care sought to identify a child development program operator who would:

- Maintain high-quality child development services;
- Avoid an interruption in services to children and families; and
- Continue to serve employees in the Van Nuys area.

Six operators with experience providing employee child development services and/or a presence in the San Fernando Valley were contacted. Around the Korner met these qualifications and was in a position to expand their operations. In addition, Around the Korner:

- Has a history of substantial compliance with the California Department of Social Services, Community Care Licensing Division;
- Operates three child development centers, all of which are accredited by the National Association for the Education of Young Children;
- Operates four Los Angeles Universal Preschool classrooms which have earned the top quality rating of five stars; and
- Has successfully operated child development center contracts with the California Department of Education. Currently, those contracts total more than \$1.6 million.

The CCRC has agreed to extend their contract for one month to ensure continuity of services to families and to allow Around the Korner sufficient time to complete the licensing and contract processes. Around the Korner is expected to assume management of the Center by October 1, 2009, pending your Board's approval.

The CEO will conduct a Request for Proposal for the ongoing operation of the Center in early 2010.

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

On August 12, 2009, representatives of the CEO's Office of Child Care, CCRC, and Around the Korner met with parents currently enrolled in the Van Nuys Civic Child Development Center. The agenda focused on transition issues. While the parents expressed their concerns, they were pleased to learn that Around the Korner intends to:

The Honorable Board of Supervisors  
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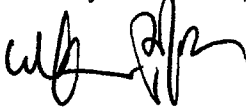
- Reduce fees;
- Expand the Los Angeles Universal Preschool classroom; and
- Work with the Office of Child Care to modify the Center's kitchen and institute a hot meal program.

**CONCLUSION**

We are pleased that the Center will continue operations without interruption, and that Around the Korner, with its reputation for high quality services, will be joining the County's network of employee child development programs.

Please return two adopted copies of this letter and signed contracts to the Chief Executive Office.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:JW:KH  
KMS:hn

Attachment

c: Acting County Counsel  
District Attorney  
Department of Children and Family Services  
Department of Public Defender  
Department of Public Social Services  
City of Los Angeles  
Superior Court of California  
Cyndee Riding, Around the Korner  
Michael Olenick, Child Care Resource Center



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**AROUND THE KORNER CENTER FOR SCHOOL AGE  
ENRICHMENT**

**FOR**

**VAN NUYS CIVIC CHILD DEVELOPMENT CENTER**

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- H CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
AROUND THE KORNER  
FOR  
VAN NUYS CIVIC CHILD DEVELOPMENT CENTER**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the County of Los Angeles, hereinafter referred to as County and Around the Korner Center for School Age Enrichment, hereinafter referred to as Contractor. Contractor's Administrative Office is located at 8800 Woodman Avenue, Arleta, CA 91331.

**RECITALS**

WHEREAS, the County may contract with private businesses for operation of a child development center when certain requirements are met; and

WHEREAS, the Contractor is a non-profit, State Licensed, Nationally Accredited Child Care Center specializing in the operation of child development centers and can bring that knowledge and expertise to the Van Nuys Civic Child Development Center; and

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Contractor's EEO Certification
- 1.5 EXHIBIT C - County's Administration
- 1.6 EXHIBIT D - Contractor's Administration
- 1.7 EXHIBIT E - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT F - Jury Service Ordinance
- 1.9 EXHIBIT G - Safely Surrendered Baby Law

**Unique Exhibits:**

- 1.10 EXHIBIT H - Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be one year commencing upon full execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to one additional six-month period, for a maximum total Contract term of one and one half years, based on funding availability. Each such option and extension shall be exercised at the sole discretion of the County Chief Executive Officer (CEO) as authorized by the Board of Supervisors.
- 4.3 The Contractor shall notify CEO when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to CEO at the address herein provided in Exhibit C - County's Administration.

### **5.0 CONTRACT SUM**

- 5.1 This is a non-financial Contract and Contractor shall receive no financial compensation from the County except for the following:
  - 5.1.1 The County agrees to reimburse Contractor up to \$20,000 for janitorial and maintenance costs to ensure that the facility is clean, safe, secure, and comfortable.

- 5.2 The County is not responsible for any child care fees and the Contractor shall collect fees directly from the clients.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

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

5.5 **Invoices and Payments**

- 5.5.1 County will not be invoiced for any client fees.
- 5.5.2 The Contractor's reimbursement invoices for janitorial and maintenance costs shall include all proper documentation necessary for justification of the costs.
- 5.5.3 The Contractor shall submit the reimbursement invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All reimbursement invoices under this Contract shall be submitted to the County's Project Manager to the following address:

County of Los Angeles  
Service Integration Branch  
222 S. Hill Street, 5<sup>th</sup> Floor  
Los Angeles, CA 90012

5.5.6 **County Approval of Invoices**

All reimbursement invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit C - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County's Project Director**

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

#### **6.3 County's Contract Project Monitor**

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

- 7.1.1 The Contractor's Project Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the

County in writing of any change in the name or address of the Contractor's Project Manager.

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

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

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

## **7.3 Contractor's Staff Identification**

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

## **7.4 Background and Security Investigations**

- 7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit E.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit E2.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**



- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the CEO or his designee.
- 8.1.2 The County's Board of Supervisors or CEO may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's CEO or his designee.
- 8.1.3 The CEO may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by CEO or his designee.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the

Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

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

### **8.4 BUDGET REDUCTIONS**

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

### **8.5 COMPLAINTS**

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

- 8.5.1 Within twenty (20) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County

in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit B - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

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

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum

of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such

employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

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

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

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

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

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

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor



Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

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

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the

Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.19 FAIR LABOR STANDARDS**

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

### **8.20 FORCE MAJEURE**

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

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

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

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

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

## **8.22 INDEPENDENT CONTRACTOR STATUS**

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

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

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

be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

## **8.23 INDEMNIFICATION**

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

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

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by

name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles  
Chief Executive Office, Service Integration Branch  
222 S. Hill Street, Fifth Floor  
Los Angeles, CA 90012  
Attention: Karen Herberts

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

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full

policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.24.3 Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) calendar days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) calendar days prior notice may be given to County in event of cancellation for non-payment of premium.

**8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

**8.24.5 Insurer Financial Ratings**

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

**8.24.6 Contractor's Insurance Shall Be Primary**

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

**8.24.7 Waivers of Subrogation**

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

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

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

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.10 Claims Made Coverage**

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

#### **8.24.11 Application of Excess Liability Coverage**

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

#### **8.24.12 Separation of Insureds**

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

#### **8.24.13 Alternative Risk Financing Programs**



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

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

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

### 8.25 INSURANCE COVERAGE

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

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

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

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

or workmen's compensation law or any federal occupational disease law.

#### 8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

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

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

#### 8.26 LIQUIDATED DAMAGES

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

8.26.2 If the CEO, or his designee, determines that there are deficiencies in the performance of this Contract that the CEO, or his designee, deems are correctable by the Contractor over a certain time span, the CEO, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the CEO, or his designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the

Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages 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) calendar days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 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 or as specified in this Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

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

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit B - Contractor's EEO Certification.

- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While
- the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars

(\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.29 NON EXCLUSIVITY**

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

#### **8.30 NOTICE OF DELAYS**

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

#### **8.31 NOTICE OF DISPUTES**

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

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

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

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

#### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C - County's Administration and D - Contractor's Administration. Addresses may be changed by either party giving ten (10) calendar days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise

provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

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

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise,

then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) calendar days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 RECYCLED BOND PAPER**

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

### **8.40 SUBCONTRACTING**

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

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;



- A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Chief Executive Office, Service Integration Branch  
222 S. Hill Street, Fifth Floor  
Los Angeles, CA 90012  
Attention: Karen Herberts

before any Subcontractor employee may perform any work hereunder.

#### **8.41 TERMINATION FOR BREACH OF WARRANTY TO**

## **MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

### **8.42 TERMINATION FOR CONVENIENCE**

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

### **8.43 TERMINATION FOR DEFAULT**

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

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under

the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the

Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

may in its sole discretion, immediately terminate or suspend this Contract.

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

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

#### **8.48 VALIDITY**

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

#### **8.49 WAIVER**

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

remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.50 WARRANTY AGAINST CONTINGENT FEES**

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

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

## **9.0 UNIQUE TERMS AND CONDITIONS**

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

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

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

CONTRACTOR: Around the Korner

By

  
Signature

Cyndee Riding, Director  
Name and Title

COUNTY OF LOS ANGELES

By

DON KNABE  
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

ROBERT E. KALUNIAN  
Acting County Counsel

By

  
DAVID BEAUDET  
Senior Deputy County Counsel

## STATEMENT OF WORK

### VISION FOR THE VAN NUYS CIVIC CHILD DEVELOPMENT CENTER

The County's vision is that the Van Nuys Civic Child Development Program provide high quality and affordable child development services to County employees and partners in and near the Van Nuys Civic Child Development Center. In addition, these services are to be extended to community residents when space is available.

### Scope of Work for Operation of the Van Nuys Civic Child Development Center

- 1. Provide a brief statement describing your agency's capacity to operate the Van Nuys Civic Child Development Center (Center) including if you operate NAEYC accredited and/or LAUP sites. Please limit this description 1 page.**

Around the Korner has been serving families in the San Fernando Valley for over fifteen years and is very involved in local and state child development professional associations. We are a non-profit organization specializing in high quality early education for children birth through five years. Optimum opportunities for learning and personal growth are provided for children, parents and staff in a safe, culturally relevant environment. Strong partnerships between the home, school and community promote, enrich and enhance the quality of life and ultimately produce self-reliance.

Around the Korner currently operates:

- Two contracts with the California Department of Education totaling over \$1.6 million
- Four Los Angeles Universal Preschool classrooms, all of which are rated at 5 Stars
- All three Around the Korner child development centers are accredited by the National Association for the Education of Young Children.

Established centers administered by Around the Korner provide hot meals, family support services, and a bilingual staff that are educated and experienced. Our organization is currently positioned to expand our services to families in the Van Nuys Civic Child Development Center.

- 2. Describe your agency's Educational Philosophy and Discipline Policies for infants, toddlers and preschoolers.**

#### Educational Philosophy

We believe that children must be given the optimum opportunity to grow and develop in a safe, stimulating, nurturing environment that is responsive to individual needs. This is accomplished with a low ratio of children to staff. When children receive warm, responsive care, they develop a positive sense of self-worth that leads them to become active, productive learners.



## EXHIBIT A

We recognize that parents are the child's primary teachers, and therefore, we strive to maintain a strong, positive home-school partnership with on-going, open communication. The children join us to build upon their home experiences within the school environment. We also recognize that each child is a special and unique person. The child's individual needs, feelings, language, and culture are acknowledged and respected.

We do not discriminate on the basis of sex, age, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical ability or disability.

### **Discipline Policy**

Our policy is to provide discipline which is loving and consistent. Social skills are not innate; they must be learned. Discipline is the art of teaching acceptable behavior rather than merely punishing behavior. Children are taught responsibility and natural consequences which are age appropriate. Through positive reinforcement, redirection, and when necessary, "time out," we set clear limits that the children are able to understand. In this way, we help them gain self control and respect for the rights of others. Our goal is to help children develop inner controls. Corporal Punishment is against the law and is **NOT PERMITTED**.

If a child causes injury to him/herself, other children, staff members or school property, uses inappropriate language or is non-responsive to our methods of discipline, three (3) times in one day, the parent(s) will be called to come and take the child home. After two (2) times that a parent(s) has been called to pick up their child a mandatory conference with the Director must be made before the child will be permitted back to school. If such action is necessary three (3) times in one month, removal of a child from the program will be done. We believe and know this type of disruption to the program is not healthy for the child, or the other children, and that we are not the appropriate place or program for the child.

Should the occasion arise where a child strikes a teacher, the parent will be called and the child will be removed from the program for the day. You must pick up your child within thirty (30) minutes. After three incidents your child will be terminated from this center.

### **3. Indicate agreement with the proposed operating schedule.**

Around the Korner agrees to operate the Van Nuys Civic Child Development Center Monday through Friday, from 6:30 a.m. to 6:00 p.m. The center will close only on the following County-observed holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- 4<sup>th</sup> of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving and the Friday after Thanksgiving
- Christmas Day

**4. Transition Plan – describe the strategies used to:**

- a. Minimize disruption for children and their families and assume operation by 10/1/09

Around the Korner submitted a licensing application to assume management of the Van Nuys Civic Child Development Center on August 13, 2009 and has been in contact with the licensing agency since then.

- b. Retain as many staff as possible to promote stability

Around the Korner is very interested in retaining those staff members who are interested in continuing to work at the Van Nuys Civic Child Development Center, submit a resume and participate in an interview. All classrooms and staff will be observed by Around the Korner Executive Director. Persons who are retained will meet the qualifications required by Around the Korner and perform according to the standards established by Around the Korner.

- c. Retain Los Angeles Universal Preschool (LAUP) funding

Around the Korner is willing not only to retain LAUP funding, but is committed to expand this program. LAUP is supportive of the intent to expand.

- d. Retain participating families

It is in the interest of participating families and Around the Korner to retain currently enrolled families in the center. As a result, Around the Korner is proposing a significant reduction of fees for all age groups, expansion of the LAUP classrooms and establishing a hot meal program.

- e. Provide a sample Parent Handbook and a date when the Center's Parent Handbook will be ready

A sample Parent Handbook used at the Around the Korner centers was submitted to the County 9-10-09. The Parent Handbook for the Van Nuys Civic Child Development will be available by 10-01-2009.

**5. Describe how the agency, working in collaboration with the OCC, will secure all licenses and clearances before 9/30/09**

- a. Date the Community Care Licensing application will be submitted.

The licensing application was submitted to the California Department of Social Services, Community Care Licensing Division on August 14, 2009.

- b. Date program will be ready for licensing site visit

EXHIBIT A

Working cooperatively with the current program operator, Around the Korner intends to have the facility ready for a licensing inspection during the week of September 15, 2009.

c. Fire and Health Department clearances

Fire inspections are generally completed prior to the licensing visit.

d. Business License

The current Van Nuys Civic Child Development Center Business License will be transferred and renewed after Around the Korner has signed the contract with OCC County of Los Angeles on October 1, 2009.

**6. Center Administration**

a. Provide 2 organizational charts:

- Showing the structure of the Center including back-up for this center Director and the Director's immediate supervisor
- Showing the agency's overall structure and how this Center relates to the overall structure

Completed forms are included on pages 55 and 56.

b. Personnel

- Identify all staff having administrative responsibilities related to the center and provide short biographical statements on these staff
  1. Cyndee Riding, the executive program director, has been in the field for 30 years. In addition to VNCCDC, she is directly responsible for 3 other sites, all NAEYC nationally accredited and 4 LAUP classrooms all 5-star-rated. She is married with 2 children and 3 grandchildren. She received her B.A. from California State University, Northridge and graduate work at UCLA.
  2. Karla Perez has a Site Supervisor Permit. She is continuing her education towards obtaining her B.A. from CSUN. Karla is married with 2 young children and has worked with our Infant Toddler organization since 1998.
  3. Nancy Murillo has a Site Supervisor permit with her Program Director permit pending. She is a graduate of CSUN. Nancy is single and has worked as a head teacher for our LAUP program for 3 years. She previously taught pre-kindergarten at Laurel Hall School.
- Complete Forms I and II describing the staff to child and teacher to child ratios per age group

The completed forms can be found on page 51

- Provide job descriptions and minimum qualifications for all positions based at the center
- Describe how qualified staff will be recruited and retained

Staff is recruited from local colleges and universities. Our centers serve as student practicum sites that provide opportunities to evaluate potential candidates and make offers of employment, a process that has proven to be very successful in keeping our staff turnover rate at 4% over the past 9 years.

- Provide a sample Staff Handbook and a date when this center's Staff Handbook will be available

A sample Staff Handbook was submitted to the County on 9-10-09. A Staff Handbook for the Van Nuys Civic Child Development Center will be available by October 1, 2009.

c. Proposed budget

- Using Form III, provide the budget for 10/1/09 – 9/30/10

See pages 52 through 54.

- Using Form III, provide the tuition rates and any other fees to be charged. Fee increases will not be considered for 12 months from the start of the contract.

See page 54.

- Describe agency's policies related to vacations and absences due to illness

There is no illness credit for fees. City and County employees will be given 2 weeks vacation credit per year; however, if these employees elect to bring their children to the center during their vacation, they will not be given this credit and all fees will be owed.

- Describe how fees will be collected and tracked

Invoices will be sent out the last week of the month and a receipt will be issued by the bookkeeper for all fees paid.

- Agree to provide quarterly financial statements to the Administrative Liaison and Advisory Committee, indicating the annual budget, year-to-date budget, and year to date expenditures.

A quarterly financial statement will be provided to the Administrative Liaison and Advisory Committee indicating the annual budget, year-to-date budget, and year to date expenditures.

- Agree to provide audited financial statements to the Administrative Liaison within 30 days of receipt by the contractor  
We will provide an audited financial statement to the Administrative Liaison within 30 days of receipt by our organization.

d. Ongoing recruitment of families

- Describe mechanisms to promote the Center and recruit families

The Executive Director and the staff will conduct outreach through their continued participation on advisory boards, community service organizations, community events, professional development presentations and college lectures.

- Provide sample promotional materials

Brochures and flyers were submitted to the County.

e. Describe system to assure continuation with all required licenses and permits

- When an evaluator from CCLD, Health and/or Fire provide a notice of deficiency, the Contractor shall immediately notify the Administrative Liaison and provide him/her with any requested follow-up reports

f. Establish a system of quality control that includes:

- Efforts to secure one of the following within two years of assuming operation of the center
  1. Accreditation by the National Association for the Education of Young Children (NAEYC) or
  2. Rating of three or higher from the Steps to Excellence Program (STEP)

Around the Korner recognizes that this is a one-year contract and the ability to extend the contract will be determined by a Request for Proposal (RFP) process. It is our intent to

EXHIBIT A

participate in that RFP process. During the first year of operating the Van Nuys Civic Child Development, we will establish policies and procedures which are supportive of both the NAEYC accreditation and STEP rating processes.

- An annual review of curriculum and related services which is shared with the Advisory Committee

Around the Korner will conduct an annual review of the curriculum and family support services, and share the results with the Advisory Committee.

- An annual parent survey to assess parent satisfaction with the program. The survey instrument and results are to be shared with the Advisory Committee.

Around the Korner in conjunction with the Advisory Committee will develop a parent satisfaction survey. This survey along with the NAEYC Parent Questionnaire, and the Desired Results for Children and Families Parent Survey will be distributed to participating parents and the results will be shared with the Advisory Committee.

## **7. Work with the Advisory Committee**

- a. The Advisory Committee, which includes representatives of sponsoring County departments, Superior Court, City of Los Angeles and the CEO's Office of Child Care, will meet at least quarterly to review the following areas:

- Contractor's operation issues
- Maintenance and repairs to the facility
- Recruitment and enrollment issues
- Center program, policies and procedures
- Overall performance of the Center
- User-parent problems with the Contractor
- Center's progress toward achieving and/or maintaining:
  1. accreditation by the National Association for the Education of Young Children
  2. Rating of three or higher from the Steps to Excellence Program
- Approve and monitor fees charged to parents

- Approve and monitor scholarship program policies and procedures
- b. The Advisory Committee will be responsible for reviewing the performance of the Contractor by April 1, 2010.

Around the Korner will work cooperatively with the Van Nuys Civic Child Development Center Advisory Committee and the County department liaison. In addition, Around the Korner will fully participate in the quarterly meetings of the Committee.

**8. Curriculum and daily schedule for infants, toddlers, preschoolers**  
**Describe the curriculum and how it is implemented for each age group. Include a sample daily schedule for each age group**

Our teachers prepare detailed curriculum plans each month based on assessments and observations of the children to determine whether children are meeting developmental milestones. It is also a way to identify areas of strengths and weaknesses, so that changes can be made to help the child reach his or her highest potential. Each month parents receive a brief outline of the overall themes and concepts for the month within the context of the school newsletter. Suggestions for activities, books, games and song lyrics are included to reinforce learning at home. We also have an on-site Parent Borrowing Library courtesy of First 5 LA that includes materials and supplies that coincide with the weekly lesson plans. Sample daily schedules for each age group are attached.

- a. Describe how this curriculum can support the development of children with special needs

By continual assessment of all children, needs, interests, strengths and weaknesses will be identified and the weekly lesson plans will be adjusted accordingly to meet individual needs of the children. Currently, we serve a population of 16% identified special needs students.

- b. Describe how parent participation will be fostered and integrated into the program

Parents are encouraged and welcome to discuss the details of the curriculum plans with the teachers at any time, a practice many find helpful in discussing the center experience at home.

- c. Identify internal and/or community resources to support the center

- LAUP coaches
- Child Care Resource Center – the local child care resource and referral agency
- National, California and So. CA Associations for the Education of Young Children
- Child Care Planning Committee

- d. Describe your system for receiving and releasing enrolled children

EXHIBIT A

Children will be signed in and out daily by the parent or their designee on the child's enrollment paperwork. An official picture identification document may be required if questions are present.

- e. Describe your system for maintaining accurate data on all enrolled children, including but not limited to multiple contacts and phone numbers

We will match daily parent sign-in/out logs, teacher attendance ledgers, and children's snack/meal count sheets.

- f. At a minimum, nutritional supplements are provided in the morning and afternoon, with appropriate consideration given to ethnic and cultural preferences and special diets. Provide a sample snack menu for a period of one week.

- Lunch will be provided by the parent, or if the operator chooses, hot lunches may be catered. If catered, provide a sample menu for 1 week.

Around the Korner will work with the CEO's Office of Child Care to equip the Van Nuys Civic Child Development Center kitchen to prepare hot meals. Once the kitchen is properly equipped, Around the Korner will make an application to the Child Care Food Program and provide hot meals. Until that time, parents will provide lunches for their children. A sample snack menu is attached.

- Describe how staff will work with parents of infants to develop individual infant care food service plans.

Staff will meet with parents of infants to establish an infant care food service plan. This plan will be updated regularly as the child's dietary and nutritional needs change.

- Contractor will provide food as needed, i.e., a parent fails to provide an adequate supply.

Around the Korner will provide appropriate food as needed should a parent fail to provide an adequate supply.

- g. Describe process for maintaining supplies such as, but not limited to:

- First Aid

First Aid supplies will be kept in a locked closed in the main office  
All classrooms will be provided with classroom kits.

- Earthquake supplies

Parents will provide a 3-day Emergency Earthquake Kit for their child by the first day of attendance



The center will have additional water and supplies stored and available.

- Diapers  
Parents will provide diapers and wipes for their children.  
Parents will be issued 3 day reminders when their supply gets low.
- Consumable supplies  
The center will purchase consumable supplies once a month or as needed.

## 9. Professional Development Program

- a. Describe how the Professional Development Program will be developed and implemented for staff of the center.

The NAEYC Staff Needs survey will be completed by the staff once a year. The director will assess the staff twice a year and through this process training needs will be identified and scheduled. The center will pay for 2 conferences or seminars per year. Guest speakers and trainers will be solicited by the director to provide training at 4 staff meetings annually.

- b. Conduct at least 6 staff meetings per year

Around the Korner will commit to conducting at least six staff meetings for the staff of the Van Nuys Civic Child Development Center.

- c. Ensure annual First Aid and CPR training for all staff

Around the Korner will ensure that all teaching staff of the Van Nuys Civic Child Development Center will be trained and maintain current First Aid and CPR certifications.

## 10. Physical Plant, Equipment and Supplies

- a. The facility will be operated under a rent-free lease agreement between the County and the Contractor. The County will be responsible, unless otherwise noted in this agreement, for the cost of maintenance, servicing and repair of the facility grounds, and the fixed equipment of the building, such as air conditioning, electrical, plumbing, and heating systems. Additionally the County will be responsible for the surrounding masonry walls, fences, and gates.
- b. The County agrees to provide janitorial services, up to \$20,000 per year. The County will also provide for the following costs:
  - Utilities

1. Water
2. Gas
3. Electricity
- Services
  1. Exterminator services
  2. Blacktop maintenance
  3. Structure and fixed equipment maintenance and repair
  4. Landscape
  5. Exterior and interior painting of the building
  6. Signage indoor and outdoor
  7. Fire extinguisher equipment and maintenance
- Furnishings/Equipment
  1. Stacked washer and dryer
  2. Microwave in the infant area
  3. Oven (Replace or add warming oven with actual stove.)
  4. Microwave in the kitchen
  5. Reach-in refrigerator
  6. Dishwasher
  7. Garbage disposal in the 3 compartment sink
  8. Outdoor play structures
  9. Built-in cubbies

c. Contractor will be responsible for:

- Maintenance of the center's telephone system
- Establishing and maintaining a child care facility that is clean, safe, secure and comfortable. The facility should also be a pleasant and creative environment for children

Form I – Teacher to Child Ratios

Form II – Staff to Child Ratios

Form III – Budget for Year 1

Form IV– Tuition Rates

Form V – Related Fees

**Form I**

<b>Teacher- to - Child Ratios</b>		
<b>Age Groups</b>	<b>Teacher</b>	<b>Children</b>
Infants (birth to 18 months)	1:12	12
Toddlers (18 to 30 months)	1:16 (per Title 5, Ed Code)	18
Preschool	1:24	30
LAUP	1:10	24

**Form II**

<b>Staff - to - Child Ratios</b>		
<b>Age Groups</b>	<b>Staff</b>	<b>Children</b>
Infants (birth to 18 months)	1:3	12
Toddlers (18 to 30 months)	1:6	18
Preschool	1:10	30
LAUP	1:8 or 1:10	24

**Form III**  
**Projected Annual Budget – Year I**

INCOME

FEES

	<u>Per Child Per Year</u>	<u>Children</u>	<u>Total</u>
Infants	<u>\$8,400.</u>	<u>X12</u>	<u>\$100,800</u>
Toddlers (18 – 24 months)	<u>\$7,800.</u>	<u>X18</u>	<u>140,400</u>
Preschoolers	<u>\$6,000</u>	<u>X30</u>	<u>180,000</u>
LAUP	<u>\$5,340</u>	<u>X24</u>	<u>128,160</u>
LAUP Extended	<u>\$3,000</u>	<u>X24</u>	<u>72,000</u>
Admission Fees	<u>\$40</u>	<u>X60</u>	<u>2,400</u>
Other Income	<u>\$8,050/mo</u>	<u>X 12 mo</u>	<u>96,600*</u>
	<u>\$333/mo</u>	<u>X12 mo</u>	<u>4,000**</u>

**TOTAL REVENUE** **\$724,355**

\*\$96,600 is revenue from the Child Care Food Program  
 \*\*\$4,000 is revenue from fundraising

EXPENSES

Staffing Expenses: Provide detailed information regarding staffing expenses, using Attachment L titled "Projected Annual Budget, Salaries and Benefits."

TOTAL STAFFING EXPENSES	<b><u>\$ 608,931.00</u></b>
PERCENTAGE OF TOTAL EXPENSES	83% _____
VARIABLE OPERATING EXPENSES	\$ _____
Food	<u>\$ 30,000</u>
Art and Educational Materials	<u>\$ 6,000</u>

EXHIBIT A

Furniture and Equipment Replacement	\$ <u>12,000</u>
Inside Furniture and Equipment	\$ <u>12,000</u>
Outside Equipment	\$ <u>12,000</u>
Field Trips	\$ <u>1,800</u>
Professional Services (parenting classes, staff training)	\$ <u>1,000</u>
Janitorial (other than County provided services)	\$ <u>2,400</u>
Laundry Services	\$ <u>1,200</u>
Repairs and Maintenance	\$ <u>2,400</u>
Other Supplies	\$ _____
<b>TOTAL VARIABLE OPERATING EXPENSES</b>	<b>\$ <u>80,800</u></b>
PERCENTAGE OF TOTAL EXPENSES	<u>11%</u>
<b>FIXED OPERATING EXPENSES</b>	
Insurance	\$ <u>13,024</u>
Telephone	\$ <u>6,000</u>
Publicity and Fundraising	\$ <u>1,200</u>
Accounting and Bookkeeping	\$ <u>18,000</u>
Secretarial and Copying	\$ <u>1,800</u>
Postage and Office Supplies	\$ <u>1,800</u>
Other: _____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL FIXED OPERATING EXPENSES</b>	<b>\$ <u>41,824.00</u></b>
PERCENTAGE OF TOTAL EXPENSES	<u>6%</u>

**TOTAL EXPENSES** **\$ 731,555.00**

ALLOWANCE FOR CONTINGENCIES \$100,595.00  
 (Fund Raising and Food Program Revenue)

**Form IV**

<b>Tuition for Year One</b>		
<b>Age Group</b>	<b>Full-time Monthly Fee</b>	
	<b>Sponsored</b>	<b>Public</b>
Infants	\$700	\$720
Toddlers	\$650	\$670
Preschool	\$500	\$520
LAUP	\$250	\$270

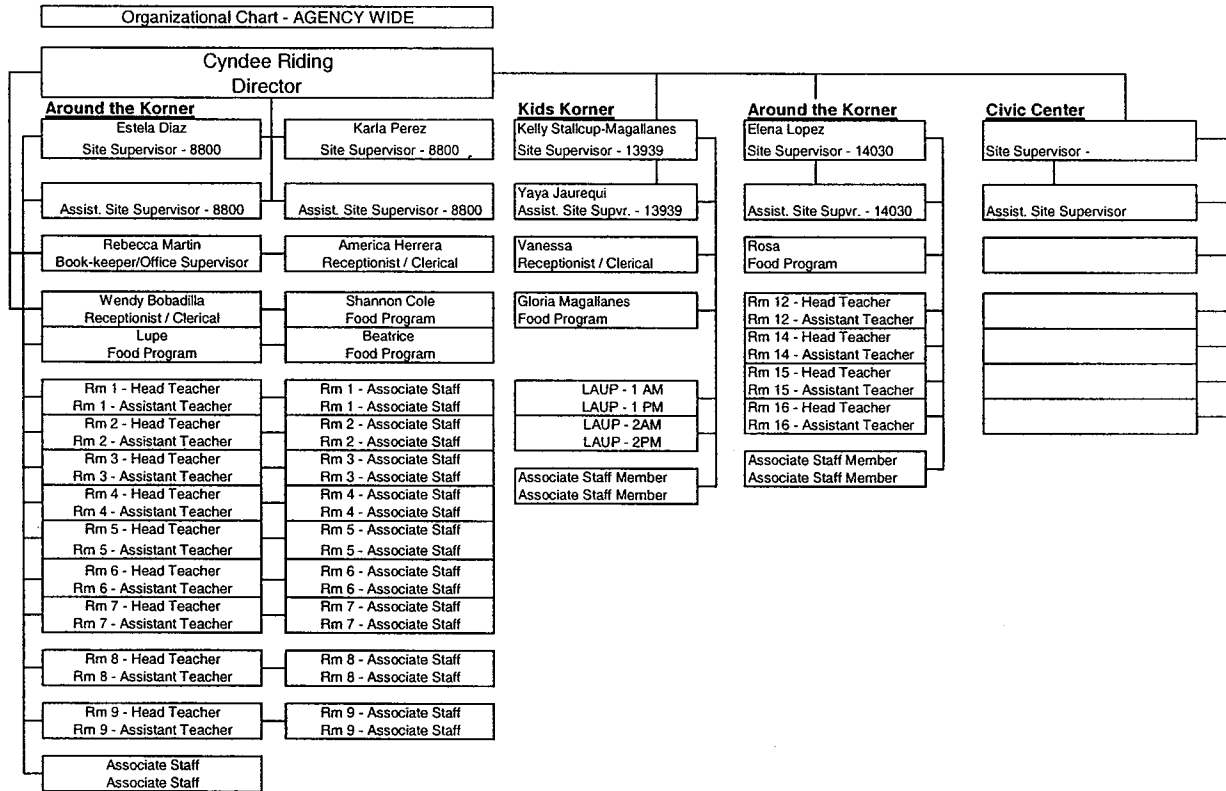
**Form V**

<b>Related Fees</b>		
<b>Description</b>	<b>Amount</b>	<b>Calculation</b>
Registration	\$40.00	Annual
Late Fee	\$ 1.00	Per Minute
Other:		
Other:		





Organization Chart – Agency Wide



**CONTRACTOR'S EEO CERTIFICATION**

\_\_\_\_\_  
Around the Korner  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

\_\_\_\_\_  
Authorized Official's Printed Name and Title

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

**COUNTY'S ADMINISTRATION**

**COUNTY PROJECT DIRECTOR**

Name:                   Kathy House                    
Title:                   Senior Manager                    
Address:                   222 S. Hill Street, 5<sup>th</sup> Floor                    
                  Los Angeles, CA 90012                    
Telephone:                   213-974-4129                    
E-Mail:                   khouse@ceo.lacounty.gov                  

**COUNTY PROJECT MANAGER**

Name:                   Kathy Malaske-Samu                    
Title:                   Specialist                    
Address:                   222 S. Hill Street, 5<sup>th</sup> Floor                    
                  Los Angeles, CA 90012                    
Telephone:                   213-974-2440                    
E-Mail:                   kmalaske@ceo.lacounty.gov                  

**COUNTY PROJECT MONITOR**

Name:                   Kathy Malaske-Samu                    
Title:                   Program Specialist                    
Address:                   222 S. Hill Street, 5<sup>th</sup> Floor                    
                  Los Angeles, CA 90012                    
Telephone:                   213-974-2440                    
E-Mail:                   kmalaske@ceo.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:**                     Around the Korner                    

**CONTRACTOR PROJECT MANAGER**

Name:                     Cyndee Riding                    

Title:                     Director                    

Address:                     8800 Woodman Avenue                    

                    Arleta, CA 91331                    

Telephone:                     818-831-2994                    

E-Mail:                     AKITCC@aol.com                    

**CONTRACTOR AUTHORIZED OFFICIAL**

Name:                     Cyndee Riding                    

Title:                     Director                    

Address:                     8800 Woodman Avenue                    

                    Arleta, CA 91331                    

Telephone:                     818-830-2994                    

E-Mail:                     AKITCC@aol.com                    

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:**

Name:                     Cyndee Riding                    

Title:                     Director                    

Address:                     8800 Woodman Avenue                    

                    Arleta, CA 91331                    

Telephone:                     818-830-2994                    

E-Mail:                     AKITCC@aol.com

**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 consultant 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 \_\_\_\_\_

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

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

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Consultant Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Consultant and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Consultant upon completion of this contract or termination of my services hereunder, whichever occurs first.

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

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

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



**EXHIBIT F**

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program Is Not Applicable to My Business**

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

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

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

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

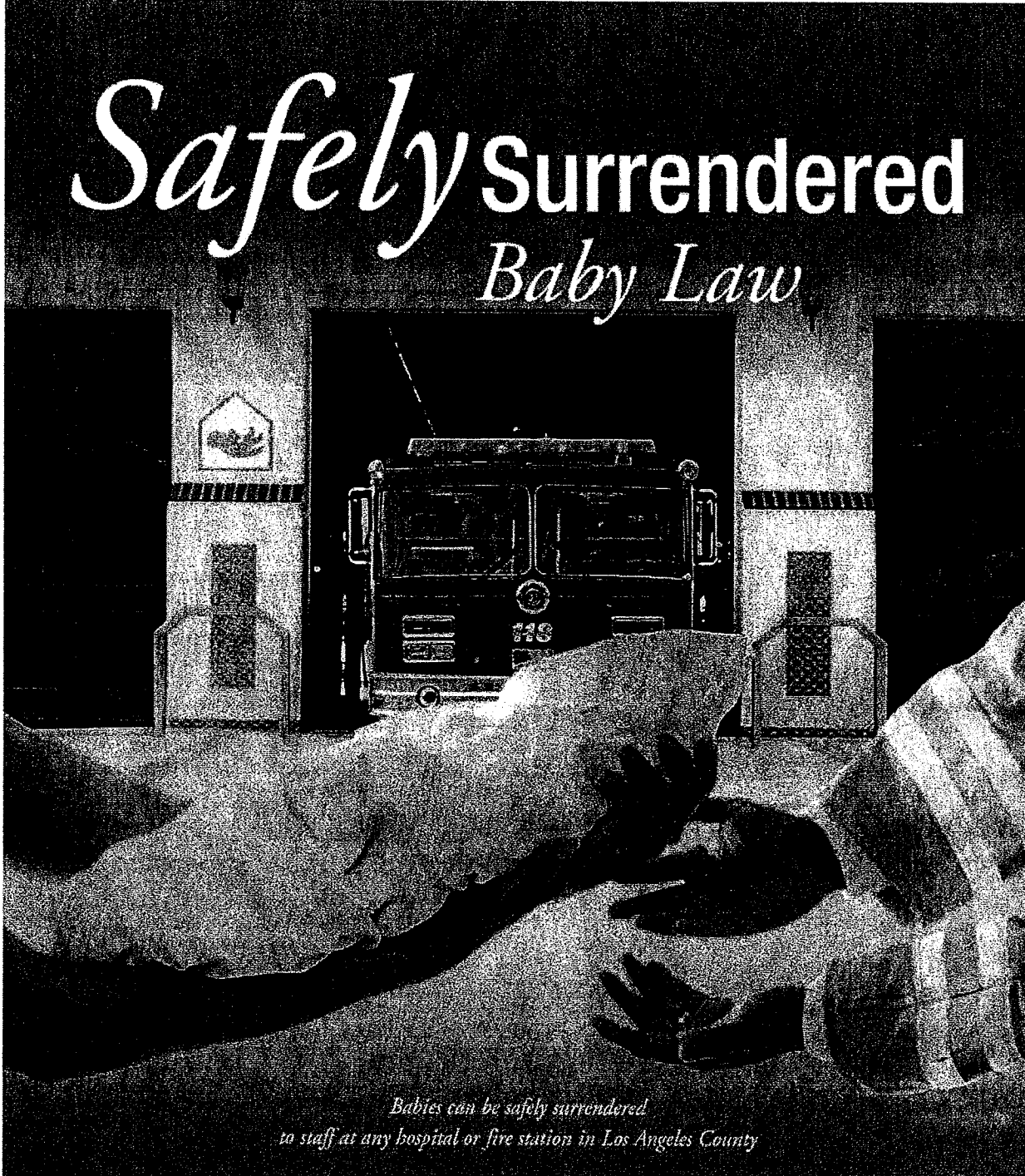
OR

**Part II: Certification of Compliance**

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

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


Print Name:	Title:
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.babySAFE.org](http://www.babySAFE.org)



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# Safely Surrendered Baby Law



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## 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 hold the baby, to safely surrender a baby, as long as the baby is three days (72 hours) old 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?

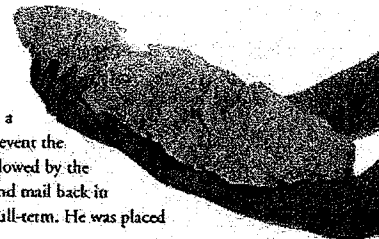
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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.



**CHARITABLE CONTRIBUTIONS CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

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

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

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

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

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)