



# 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

November 30, 2010

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:

**ACCEPT AMERICAN REINVESTMENT AND RECOVERY ACT FUNDING FROM  
THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE STEPS TO  
EXCELLENCE PROJECT AND APPROVE APPROPRIATION ADJUSTMENT  
(ALL DISTRICTS AFFECTED) (4 VOTES)**

**SUBJECT**

Accept American Reinvestment and Recovery Act (ARRA) funding from the Los Angeles Unified School District (LAUSD) to provide customized technical assistance and expedited processing for up to 67 LAUSD Early Education Centers (EEC) through the Steps to Excellence Project (STEP) by June 15, 2011. Approve the appropriation adjustment for \$180,000. STEP is a child care quality support and rating system administered by the Office of Child Care (OCC) in the Service Integration Branch of the Chief Executive Office.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Chief Executive Officer (CEO), or his designee, to accept ARRA funding from LAUSD, in the amount of \$180,000, to provide customized STEP technical assistance and the issuance of STEP rating results for up to 67 LAUSD EECs. The Agreement, substantially similar to Attachment I, will be reviewed and approved as to form by County Counsel prior to execution. The contract term will begin the date of final execution by LAUSD and end June 15, 2011.
2. Delegate authority to the CEO, or his designee, to negotiate and execute a contract amendment to add a maximum of \$134,000 to the existing STEP subcontract with

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

the University of California Regents, University of California at Los Angeles (UCLA) for the on-site STEP observations and ratings. Approval as to form by County Counsel will be obtained prior to executing any amendment.

3. Delegate authority to the CEO, or his designee, to prepare and execute any and all documents and contract amendments on behalf of the County as may be deemed necessary for implementing the STEP technical assistance and support agreements. Approval as to form by County Counsel will be obtained prior to executing any amendments.
4. Approve the attached appropriation adjustment (Attachment II), in the amount of \$180,000 in ARRA funding, which increases designated STEP revenue for providing customized technical assistance to LAUSD EECs, through June 15, 2011.

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

On December 12, 2006, your Board approved a motion to pilot STEP, a locally developed child care quality improvement and rating system. STEP is currently operating in 11 communities within Los Angeles County. In a collaborative effort, the Proposition 10 – Children and Families First Commission funded the on-site observation component of STEP.

Last year, LAUSD augmented the Commission's funding in order to provide for customized technical assistance and expedited processing of LAUSD EECs. While the agreement with LAUSD involved a very compressed timeline, 25 LAUSD EECs received technical assistance and STEP ratings. Of the centers rated last fiscal year (FY), 22 will receive a second rating this FY in an effort to demonstrate quality improvements.

The acceptance of these funds will expand the number of LAUSD EECs receiving STEP technical assistance aimed at the following areas: 1) creating a high quality learning environment; 2) building positive relationships with children; 3) identification and inclusion of children with special needs; and 4) strengthening families.

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

The STEP project promotes and furthers the Board-approved County Strategic Plan Goals 1 and 2, Operational Effectiveness, and Children and Families Well Being, by improving the quality of child care and development services offered to families in Los Angeles County.

### **FISCAL IMPACT/FINANCING**

The \$180,000 will be incorporated into the CEO's FY 2010-11 budget at no additional net County cost. Funds will be used to expedite the processing of 67 LAUSD EECs through STEP by June 15, 2011. These services will be funded through the Title I ARRA funds administered by LAUSD. LAUSD will be responsible for all federal reporting requirements. The CEO will comply with federal tracking, monitoring, and County reporting requirements associated with ARRA funding.

The bulk of the funding, \$134,000, will be used to conduct the STEP on-site observations at the participating centers through an amendment to an existing contract with UCLA for these services. The remaining funding, \$46,000, will be used to administer the STEP project and provide customized training and technical assistance to the EECs.

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

STEP is Los Angeles County's first child care quality rating and improvement system developed by the Policy Roundtable for Child Care and administered by the County of Los Angeles OCC. STEP's primary goal is to provide parents with concise and accurate information on the quality of individual child development programs. STEP also offers trainings, workshops, and fiscal incentives to support and sustain quality improvement efforts by child development programs and licensed family child care homes.

Over 400 child care programs serving children from birth to five years of age have applied to participate in STEP and over 150 have been rated. STEP's service delivery model is diverse, including both licensed family child care homes and licensed child care centers from the private and public sector. STEP uses research-based tools and an innovative rating methodology to determine the quality of care that young children are receiving. STEP also advocates for increased accountability and distinguishes those child care programs that meet higher quality standards by publicly posting rating results. Through the implementation of the STEP project, the County of Los Angeles has demonstrated its support and advocacy for quality child care.

The Honorable Board of Supervisors  
November 30, 2010  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Acceptance of LAUSD funding will provide for expanding STEP services for LAUSD EECs.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:KH  
LB:KMS:yw

Attachments

c: Executive Office, Board of Supervisors  
County Counsel  
Los Angeles Unified School District  
University of California, Los Angeles, Center for Improving Child Care Quality

LAUSD STEP\_Board Letter 11.30.10

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into on **November 23, 2010**, between

**LOS ANGELES COUNTY CHIEF EXECUTIVE OFFICE**

222 South Hill street, 5<sup>th</sup> Floor  
Los Angeles, CA 90012

Attention: Kathy Malaske-Samu  
E-mail: kmalaske@ceo.lacounty.gov

hereinafter referred to as the “Contractor”, and

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

hereinafter referred to as the “District”.

WHEREAS the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special services required; and WHEREAS the Contractor is specially trained and experienced and competent to perform the special services pursuant to this agreement; therefore the parties hereto agree as follows:

1. PERIOD OF AGREEMENT shall be from **November 23, 2010** through **June 15, 2011**.
2. DUTIES OF THE CONTRACTOR The Contractor shall provide **Steps to Excellence (STEP) Quality Rating Assessment** in accordance with **Exhibit A** which is attached hereto and made a part hereof.
3. LIABILITY The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this agreement whether caused by the District, its officers, employees, or by third persons.
4. INDEPENDENT CONTRACTOR While engaged in performance of this agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which District’s employees are entitled, including but not limited to unemployment compensation, worker’ compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor’s employees or agents as they relate to performance of this agreement. Contractor assumes full responsibility for workers’ compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor’s employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Contractor’s employees and agents under this agreement.

5. CONTRACT AMOUNT The District shall pay the Contractor on a firm fixed price basis an amount not-to-exceed **\$180,000** in accordance with **Exhibit B** which is attached hereto and made a part hereof. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the **Administrator** or designee. The District will process payment within 45 days of receipt of invoice(s) which meet the requirements of this section, so long as the District has on file a fully executed contract for the invoiced services. Invoices must (a) reference this agreement number and/or the related purchase order number, (b) be signed and submitted by the Contractor to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this agreement. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within 45 days and may be rejected and/or returned to the vendor. Additional documentation shall be furnished by the Contractor to the District's Accounts Payable Branch upon request.

Mail Original Invoice(s) and Two (2) Copies to:      Mail One (1) Copy of Invoice(s) to:

Los Angeles Unified School District  
Accounts Payable Branch  
333 S. Beaudry Ave., 27<sup>th</sup> Floor  
Los Angeles, CA 90017

Los Angeles Unified School District  
Revenue Accounting Branch  
333 S. Beaudry Avenue, 17/F  
Los Angeles, CA 90017  
Attention: Ruth Yoon, Administrator

6. RIGHTS TO REPORT The rights to any report, evaluation and/or other material developed by the Contractor in connection with this agreement shall belong to the District.
7. CONFLICT OF INTEREST Contractor represents that Contractor has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of service required under this agreement and that no person having any such interest shall be subcontracted in connection with this agreement, or employed by Contractor. Contractor shall not conduct or solicit any non-District business while on District property or time.

Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this agreement any and all circumstances existing at such time which pose a potential conflict of interest.

Contractor warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer to give, to any employee, agent, or representative of District any cash or noncash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this agreement. Any breach of this warranty shall be a material breach of each and every contract between District and Contractor.

Should a conflict of interest issue arise, Contractor agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this agreement, in addition to whatever other remedies the District may have.

8. AUDIT AND INSPECTION OF RECORDS The Contractor shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the agreement.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least 3 years from and after final payment or if the agreement is terminated in whole or in part until 3 years after the final agreement close-out. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the District upon request by the District.

9. CONFIDENTIALITY

9.1. District and Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules and 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. Contractor shall self-fund any liabilities arising out of its indemnity obligations as specified in Subparagraph 20.

10. EVALUATION The Contractor acknowledges that the presentation or services may be evaluated by the participants, the Sponsor, the District's Office of Data and Accountability or any other District offices or schools and understands that the results of the evaluation may be made available to the Contractor, other schools and offices within the District, and other school districts and agencies upon request. The Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

11. EQUAL EMPLOYMENT OPPORTUNITY It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

12. TERMINATION FOR CONVENIENCE

12.1. The District may, by written notice to the Contractor, terminate this agreement in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Contractor

shall:

- (1) immediately discontinue all services affected (unless the notice directs otherwise) and
- (2) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by the Contractor of such notice.

12.2. If the termination is for the convenience of the District, Contractor shall submit a final invoice within 60 days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

12.3. The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

### 13. TERMINATION FOR DEFAULT

13.1. The District may, by written notice to the Contractor, terminate this agreement in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

- (1) immediately discontinue all services affected (unless the notice directs otherwise) and
- (2) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by the Contractor of such notice.

13.2. If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

13.3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

13.4 The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section



shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

14. ASSIGNMENTS Neither the performance of this agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.
15. GOVERNING LAW The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.
16. ENTIRE AGREEMENT/AMENDMENT This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.

The complete Agreement between these parties includes (1) Exhibit D, Supplemental Terms and Conditions for contracts using ARRA Funds; (2) Agreement for Professional Services, #1100273 (3) Exhibit A, Statement of Work; and (4) Exhibit B, Payment Schedule.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The following certification is applicable only to contracts for \$25,000 or more which are funded by Federal funds.

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

18. REPRESENTATIONS, WARRANTIES AND COVENANTS

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor represents, warrants, and covenants to District as follows:

#### 18.1. Compliance With Laws and Regulations

At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of all work contemplated by Exhibit A to this Agreement ("Work"). Contractor represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing Work under this Agreement are properly licensed to perform such Work. Contractor shall provide District

with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

#### 18.2. Noninfringement

The Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

#### 18.3. Authority

Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

#### 18.4. No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Contractor's ability to complete the transactions contemplated by this Agreement, or restrict District's right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

### 19. DISTRICT DATA

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, any data or other material furnished by District for use by Contractor under this Agreement shall remain the sole property of District and will be held in confidence.

### 20. INDEMNIFICATION

County, shall indemnify, defend and hold harmless LAUSD and its Board of Education, administrators, employees, agents and contractors against all claims, injuries, liability, loss, damage and expense (including reasonable attorney's fees), resulting from or arising out of this agreement or its performance. Both, the defense and indemnity obligations herein are only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of County, its officers, administrators, employees, agents or contractors.

District shall indemnify, defend and hold harmless County and its administrators, employees, agents, and contractors against all claims, injuries, liability, loss, damage and expense (including reasonable attorney's fees), resulting from or arising out of this agreement or its performance. Both, the defense and indemnity obligations herein are only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of District, its officers, administrators, employees, agents or contractors.

20.1. INSURANCE

- A. Both parties shall maintain a program of liability insurance sufficient to protect their interest. The liability program shall include coverage for claims under Commercial General Liability, Automobile Liability, Workers' Compensation and Errors & Omissions coverage. Such insurance coverage may be satisfied through a program of Self Insurance.

21. SECURITY

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at District's premises and shall comply with District's security policies and procedures if granted access to District's computer or communications networks.

22. FINGERPRINTING

The Contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

- A. Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ");
- B. Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
- C. Certify in writing, using the District's fingerprinting certification form (available at the Division of Risk Management and Insurance Services (DRMIS) website) to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District's Division of Risk Management and Insurance Services (DRMIS) and
- D. Provide a list of the names of Contractor's employees who may have contact with pupils to the District's Division of Risk Management and Insurance Services (DRMIS). This list shall be updated for employee changes and shall list employees by appropriate school site.
- E. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

23. BUDGET CONTINGENCY

- 23.1. It is mutually agreed that if the current year budget and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.
- 23.2. If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, the District shall have the option to either cancel this Agreement with no liability occurring to the District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

24. COMPLIANCE WITH ADDITIONAL FEDERAL REGULATIONS FOR FEDERALLY FUNDED CONTRACTS

Funding for this Agreement has been provided for, in whole or in part, through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub.L. 111-5. Accordingly, Contractor agrees to abide by the "Supplemental Terms and Conditions for Contracts Using ARRA Funds," attached hereto as Exhibit D. In addition, where applicable, this Agreement and performance under this Agreement shall comply with Education Department General Administrative Regulations (EDGAR) 34 Code of Federal Regulations (CFR) Part 80, subsections 80.36(h)(3)(i)-(h).

25. TUBERCULOSIS CLEARANCE

Contractor assures that its employees, student teachers, subcontractors and agents providing services to District students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that all such personnel shall provide evidence of freedom from tuberculosis for a period within six (6) months prior to the onset of service and provide annual certification thereafter.

26. RESERVED

27. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be by certified United States mail, return receipt requested, postage prepaid, or by telecopy, personal messenger, or overnight delivery service. When so given such notice shall be effective from the date of receipt of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notices shall be addressed as follows:

Notice to District

Ruth Yoon  
Administrator  
Los Angeles Unified School District  
Early Childhood Education  
333 S. Beaudry Avenue, 17<sup>th</sup> Floor  
Los Angeles, CA 90017

With a copy to:

Aielyn Dumaua  
Contract Administration Analyst  
Los Angeles Unified School District  
8525 Rex Road  
Pico Rivera, CA 90660

Notice to Contractor

Kathy Malaske-Samu  
Office of Child Care, SIB  
222 S. Hill street  
Los Angeles, CA 90012

**IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.**

**-DISTRICT-**

**-CONTRACTOR-**

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**LOS ANGELES COUNTY CHIEF EXECUTIVE OFFICE**

BY LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

BY \_\_\_\_\_

BY \_\_\_\_\_

(PRINT NAME)

Peter D. Dale, Director  
Procurement Management Branch

TITLE \_\_\_\_\_

Dated \_\_\_\_\_

Fed. I.D. #: \_\_\_\_\_

Dated \_\_\_\_\_

**EXHIBIT A  
SCOPE OF WORK**

The Los Angeles County Chief Executive Office supports formulation, planning, and implementation efforts to improve the availability, quality, and access to child care in the County of Los Angeles. Specific activities include recommending how proposed policies, plans, and procedures of public, private, and non-profit entities contribute to child care quality, supply, and/or accessibility; researching child care issues and legislation to formulate policy recommendations to the County Board of Supervisors; conducting periodic countywide child care needs assessments; and developing countywide plans to address identified needs.

The Chief Executive Office implements The Steps To Excellence Project (STEP), Los Angeles County’s first child care quality rating and improvement system, designed for early care and education programs. The purpose of STEP is to:

- Assess the regulatory compliance and quality of early care and education programs
- Provide parents with clear, concise information on the quality of individual child care settings
- Create incentives and supports for programs to meet and maintain higher program standards
- Distinguish programs that are meeting these higher standards
- Provide benchmarks to determine if the quality of care in individual programs or communities is improving over time.

<b>Deliverables</b>	<b>Timeline</b>
<ul style="list-style-type: none"> <li>• Review licensing of participating Early Education Centers.</li> <li>• Provide STEP orientation on the review process to Early Education Center principals, local district and central office staff.               <ol style="list-style-type: none"> <li>1. Orientation to STEP                   <ul style="list-style-type: none"> <li>- Introduction to STEP</li> <li>- Program Self Assessment</li> </ul> </li> <li>2. STEP Portfolio Development                   <ul style="list-style-type: none"> <li>- Review of STEP matrix</li> <li>- How to Document that Your Program Meets STEP Quality Indicators</li> </ul> </li> </ol> </li> <li>• Provide professional development to participating principals, teachers and local district staff on selected topics. Trainings will be held at central office. Topics include:               <ul style="list-style-type: none"> <li>- The Adult involvement Scale</li> <li>- Identification and Inclusion of Children with Special Needs</li> <li>- Developing a High Quality Learning Environment</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• December 1, 2010 – December 31, 2010</li> <li>• January, 2011</li> <li>• January, 2011 – April , 2011</li> </ul>

<b>Deliverables</b>	<b>Timeline</b>
<ul style="list-style-type: none"> <li>• Provide technical assistance to 67 early education sites, the local districts and central office to assist with preparation for Site Assessments and quality improvement efforts. (See <b>Attachment A</b>)</li> <li>• Schedule Site Assessment Visits</li> <li>• Conduct Steps to Excellence (STEP) Quality Rating Site Assessments at 67 early education sites in Title I school attendance areas to assist in the identification of areas needing improvement in instruction and parent engagement.</li> <li>• Provide individual site reports to the Assistant Superintendent, of Early Childhood Education. The reports will identify areas in the classroom environment and instructional program in need of improvement and include data specific to each site with recommendations for enhancement and support.</li> </ul>	<ul style="list-style-type: none"> <li>• December, 2010 - June, 2011</li> <li>• December, 2010 – April, 2011</li> <li>• January, 2011 – June, 2011</li> <li>• May, 2011 – June, 2011</li> </ul>

**EXHIBIT B  
PAYMENT SCHEDULE**

- The total cost of this contract shall not exceed \$180,000 including all expenses. Invoice approval shall be contingent upon District approval of the applicable deliverables.
- Invoices shall be submitted in accordance with the following schedule:

<b>Invoice Date</b>	<b>Amount</b>
March 15, 2011	\$ 80,000
June 15, 2011	100,000
<b>Total</b>	<b>\$180,000</b>



## EXHIBIT C

### LOS ANGELES UNIFIED SCHOOL DISTRICT Contractor Code of Conduct

(adopted 11/02, revision effective 11/06)

#### Preamble

Los Angeles Unified School District's Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process. This Code is premised on three concepts:

- *Ethical and responsible use of scarce public tax dollars is a critical underpinning of effective government*
- *Contracting integrity and quality of service are the shared responsibilities of LAUSD and our Contractors*
- *Proactive and transparent management of potential ethics concerns improves public confidence*

This Code sets forth the ethical standards and requirements that all Contractors and their Representatives shall adhere to in their dealings with or on behalf of LAUSD. Failure to meet these standards could result in sanctions including, but not limited to, voidance of current or future contracts.

#### 1. Contractors

All LAUSD Contractors and their Representatives are expected to conduct any and all business affiliated with LAUSD in an ethical and responsible manner that fosters integrity and public confidence. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is also broadly defined to include any subcontractors, employees, agents, or anyone else who acts on a Contractor's behalf.

#### 2. Mission Support

LAUSD relies on Contractors and their Representatives to support our LAUSD mission statement of "educating students to a higher level of achievement that will enable them to be responsible individuals and productive members of the greater society." Contractors and their Representatives must provide high-value products, services and expertise which advance LAUSD's mission or provide mission-related benefits that support our goals for the students, employees, stakeholders, and the communities we serve.

#### 3. Ethical Responsibilities

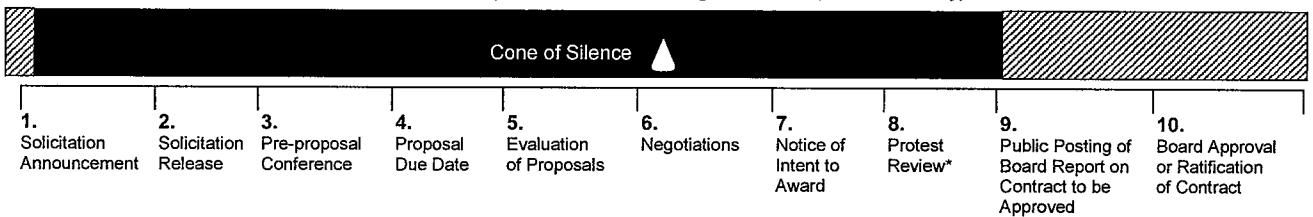
All LAUSD contracts must be developed and maintained within an ethical framework. LAUSD seeks to promote public trust and confidence in our contracting relationships and we expect every individual, regardless of position or level of responsibility, who is associated with an LAUSD procurement process or contract, to commit to exemplifying high standards of conduct in *all phases* of any relationship with LAUSD.

Given that the business practices and actions of Contractors and their Representatives may impact or reflect upon LAUSD, strict observance with the standards in this Code, all applicable local, state and federal laws, and any other governing LAUSD policies or agreements is not only a minimum requirement for all Contractors and their Representatives, but an ethical obligation as well.

In addition to any specific obligations under a Contractor's agreement with LAUSD, all Contractors and their Representatives shall comply with the following requirements:

- A. *Demonstrate Honesty and Integrity* – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.
- B. *Be a Responsible Bidder* – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.
- (1) *Critical Factors* – In considering a Contractor’s record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and its Representatives of any LAUSD policies and Codes in prior procurements and contracts. LAUSD reserves the right to reject any bid, proposal and contract, and to impose other sanctions against Contractors who fail to comply with our district policies and requirements, or who violate the prohibitions set forth below in Section 6, Prohibited Activities.
- C. *Maintain the Cone of Silence* – Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties outlined in Section 8, Enforcement Provisions, if they engage in prohibited communication during the restricted period(s).
- (1) *Competitive Contracting Process* – To ensure a level playing field with an open and uniform *competitive* contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat’s posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any LAUSD official as this could appear to be an attempt to curry favor or influence. An “LAUSD official” is broadly defined to include “any board member, employee, consultant or advisory member of LAUSD” who is involved in making recommendations or decisions for LAUSD.

*Schematic of LAUSD’s Competitive Contracting Process (Illustrative Only)*



**Contracting Process**

▨ Lobbying in this period may require registration and disclosure in LAUSD’s Lobbying Disclosure Program, if the triggers are met.

\* Note: Protests can sometimes extend past the contract approval process

- (a) *Prohibited Communication* – Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:
- (i) contact of LAUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
  - (ii) contact of LAUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;

- (iii) contact of LAUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.
- (b) Exceptions – The following are exceptions to the Cone of Silence:
- (i) open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given to all proposers;
  - (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
  - (iii) clarification requests made in writing, under the terms expressly allowed for in an LAUSD contracting document, to the appropriate designated contract official(s);
  - (iv) negotiations with LAUSD’s designated negotiation team members;
  - (v) protests which follow the process outlined by LAUSD’s protest policies and procedures; and
  - (vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to LAUSD’s Small Business Enterprise Program, or requests for formal guidance on ethics matters from the Ethics Office).
- (2) Non-Competitive Contracting Process – To ensure the integrity of the non-competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when a proposal is submitted to LAUSD until the time the contract is fully executed. During this designated time, Contractors and their Representatives are prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch.

Examples of Maintaining the Cone of Silence

- (3) Mai Vien Da is the CEO of a firm that wants to do business with LAUSD. She is at a party when she sees the head of the LAUSD division that has just issued an RFP that her company is interested in bidding on.
- Mai can say “hello,” but she must not discuss her proposal or the contracting process at all with the division head.*
- (4) Mai is also interested in having her sales team meet with LAUSD officials district-wide to promote her firm’s services, so that they can sell work on smaller projects that do not need to be competitively bid.
- Mai and her employees may attempt to meet with district officials to discuss potential services outside of a competitive process, but she needs to recognize that her marketing activities may require her to register her firm and her employees in LAUSD’s Lobbying Disclosure Program. (See Section 5, Disclosure Obligations).*

D. *Manage Potential Conflicts* – Contractors shall disclose all potential or actual conflicts to LAUSD on an ongoing basis with a Meaningful Conflict Disclosure. A “Meaningful Conflict Disclosure” is a written statement to LAUSD which lays out full, accurate, timely, and understandable information with regard to any potential conflicts involving Contractors and their work for LAUSD. The specific requirements for a Meaningful Conflict Disclosure are set forth in Section 3.D.(2) below. LAUSD relies on these proactive disclosures by Contractors to manage potential conflicts before they become actual conflicts of interest. A potential for conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Such situations become conflicts of interest, if appropriate safeguards are not put into place. Examples of potential or actual conflicts include, but are not limited to situations when:

- a financial relationship (income, stocks, ownership, investments, loans, excessive gifts, etc.) or close personal relationship exists or has existed between a Contractor or its Representatives and a LAUSD official;
- a financial or close personal relationship exists between any officers, directors or key employees of a Contractor or its Representatives and a LAUSD official;
- a prior, current or potential employment relationship exists between a Contractor or its Representatives and a current or former LAUSD official;
- an overlap exists between work that a Contractor or its Representative performs or has performed for LAUSD and work he or she will perform on behalf of another client; or
- an opportunity arises in which a Contractor or its Representative can make a governmental decision within the scope of LAUSD contractual duties that impacts his or her personal financial interests or relationships,

Contractors and their Representatives have a *continuing* obligation to advise LAUSD proactively of any potential conflicts which may arise relating to a contract.

- (1) State Conflict Standards – LAUSD is generally prohibited by California’s Political Reform Act (Government Code Section 87100 ) and Government Code Section 1090 from contracting with Contractors if the Contractors, their Representatives, their officers, or any household member of the preceding serve LAUSD in any way in developing, awarding, or otherwise participating in the making of the same contract.

California law also governs situations in which there has been a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractors, their Representatives, or the public agency. Moreover, Government Code Section 1090 defines “making a contract” broadly to include actions that are preliminary or preparatory to the selection of a Contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations.

Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. In fact, the agency can also seek repayment from the Contractor of any amounts already paid and the agency can refer the matter to the appropriate authorities for prosecution.

- (2) Meaningful Conflict Disclosure – Contractors shall provide a meaningful disclosure of all potential and actual conflicts in a written statement to the LAUSD Contract Sponsor, the Ethics Office and the contracting contact from the Procurement Services Group/or the Facilities Contracts Branch. This disclosure requirement is a continuing duty on all Contractors. At a minimum, a Meaningful Conflict Disclosure must identify the following:
  - (a) names and positions of all relevant individuals or entities;
  - (b) nature of the potential conflict, including specific information about the financial interest or relationship; and
  - (c) a description of the suggested remedy or safeguard for the conflict.
- (3) Resolution of Conflicts – When necessary, LAUSD will advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. The Contract Sponsor, in consultation with the Procurement Services Group/Facilities Contracts Branch, the Ethics Office, and the Office of the General Counsel, shall determine necessary actions to resolve any of the Contractors’ disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor, indicating the actions that the Contractor and LAUSD will need to take to resolve the conflict.

### Examples of Managing Potential Conflicts

- (4) Rhoda Warrior is a consultant from Global Consulting Firm. She has been assigned by her firm to do work for a particular LAUSD department. Although she does not directly work with him, her husband, Antonio, is one of the senior officials in that department.

*Global Consulting must disclose this potential problem via a Meaningful Conflict Disclosure to LAUSD. Depending on the exact nature of her work within that department, Global Consulting and the LAUSD Contract Sponsor may need to take steps to safeguard Rhoda's work from any actual conflict of interest.*

- (5) Amartya Singh is a HR consultant from the Tip Top Talent Agency whose firm is providing temporary support to help LAUSD improve its recruitment efforts. Amartya is himself serving as acting deputy director for the HR division, and in that capacity has been asked to review and approve all bills for the department. In doing his work, Amartya comes across a bill for the Tip Top Talent Agency which requires approval.

*Tip Top Talent Agency must disclose the conflict and work with LAUSD to ensure that someone more senior or external to Amartya's chain-of-command is the one that reviews, evaluates, or approves bills relating to Tip Top Talent Agency. Even if Amartya decides to quit Tip Top Talent to join LAUSD, he cannot be involved with matters relating to Tip Top Talent until 12 months have passed from the date he received his last payment from the firm.*

- (6) Greta Planner is a technology consultant that has been hired to design all the specifications for a group of new technology labs. One of the services that Greta will be specifying is an automated wireless projection system. As it turns out, Greta owns direct stock in a firm that manufactures these types of projection systems.

*Greta's direct stock ownership constitutes a financial interest in that company. She must disclose the potential conflict right away in writing to the LAUSD Contract Sponsor, so that the appropriate safeguards can be put in place to prevent any actual conflict.*

- E. *Provide Contracting Excellence* – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.
- F. *Promote Ethics Standards* – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on LAUSD's website ([www.lausd.net](http://www.lausd.net)).
- G. *Seek Advice* – Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Code or other aspects of responsible business conduct from the LAUSD Ethics Office whenever there is a doubt about how to proceed in an ethical manner. A Contractor's proactive management of potential ethics concerns is necessary and vital since this Code does not seek to address or anticipate all the issues that may arise in the course of seeking or doing business with LAUSD.

### Example of Seeking Advice

- (1) Abe Iznismann is President of Accelerated Sciences, a new company that makes supplemental teaching tools in the sciences. Over the summer, Abe hired Grace Principle, a seasoned LAUSD administrator who now works in teacher recruitment, to consult with Accelerated Sciences in developing a cutting-edge learning tool. Originally, the company planned to sell the products only to schools in other states, but now it wants to sell the products in California and

possibly to LAUSD. Abe wants to work with Grace to develop a win-win strategy for offering the new tools to LAUSD at a discount.

*Accelerated Sciences needs to be very careful to ensure that Grace is not involved in any aspect relating to selling the product to LAUSD, especially since Grace has a financial interest with the firm. Remember, under California law, the mere existence of a financial interest creates a concern that will cause the good faith of any acts to be questioned, no matter how conscientious the individuals. Before undertaking any effort to sell to LAUSD, Abe or another manager at Accelerated Sciences should seek out advice on other safeguarding measures to ensure that their good intentions do not inadvertently create a bad outcome for the firm or Grace.*

#### **4. Relationship Management**

LAUSD expects Contractors and their Representatives to ensure that their business dealings with and/or on behalf of LAUSD are conducted in a manner that is above reproach.

- A. *Employ Good Practices* – Contractors and their Representatives shall conduct their employment and business practices in full compliance with *all* applicable laws, regulations and LAUSD policies, including but not limited to the following:
- (1) *Equal Employment Opportunity* – Contractors shall ensure that there is no discrimination in hiring due to race, color, religious creed, national origin, ancestry, marital status, gender, sexual orientation, age, or disability.
  - (2) *Health and Safety* – Contractors shall provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices.
  - (3) *Drug Free Environment* – Contractors shall ensure that there is no manufacture, sale, distribution, possession or use of illegal drugs or alcohol on LAUSD-owned or leased property.
  - (4) *No Harassment* – Contractors shall not engage in any sexual or other harassment, physical or verbal abuse, or any other form of intimidation.
  - (5) *Sweat-Free Conditions* – Contractors shall ensure that no child and/or forced or indentured labor is used in their supply chain. Contractors shall require that all goods provided to LAUSD are made in compliance with the governing health, safety and labor laws of the countries of origin. Additionally, Contractors shall ensure that workers are free from undue risk of physical harm or exploitation and receive a non-poverty wage.
- B. *Use Resources Responsibly* – Contractors and their Representatives shall use LAUSD assets for LAUSD business-related purposes only unless given written permission for a specific exception by an authorized LAUSD official. LAUSD assets include: time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.
- C. *Protect Confidentiality* – Contractors and their Representatives shall protect and maintain confidentiality of the work and services they provide to LAUSD. All communications and information obtained in the course of seeking or performing work for LAUSD should be considered confidential. No confidential information relating to LAUSD should ever be disclosed without express authorization by LAUSD in writing, unless otherwise legally mandated.
- D. *Guard the LAUSD Affiliation* – Contractors and their Representatives shall be cautious of how they portray their relationship with LAUSD to the Public. Communications on behalf of LAUSD can only be made when there is express written permission by an LAUSD official authorized by LAUSD's Office of General Counsel.
- (1) *LAUSD Name and Marks* – Contractors shall ensure that all statements, illustrations or other materials using or referencing LAUSD or its marks and logos—including the names and logos of any of our sub-divisions, and/or any logos created by and for LAUSD—receive advance review and written approval of the relevant LAUSD division head prior to release or use.

- (2) Commercial or Advertising Message – Contractors shall ensure that no commercial or advertising message, or any other endorsements—express or implied—are suggested or incorporated in any products, services, enterprises or materials developed for/or relating to LAUSD unless given written permission to do otherwise by LAUSD’s Board of Education.
- E. *Respect Gift Limits* – Contractors and their Representatives shall abide by LAUSD’s gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to LAUSD officials, so that they do not place LAUSD officials in conflict with any specific gift restrictions:
- (1) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any LAUSD procurement official at any time.
  - (2) No Contractor or their Representative shall offer or give, directly or indirectly, any gifts in a calendar year to an LAUSD Official which exceed LAUSD’s allowable gift limit.

*Example of Respecting Gift Limits*

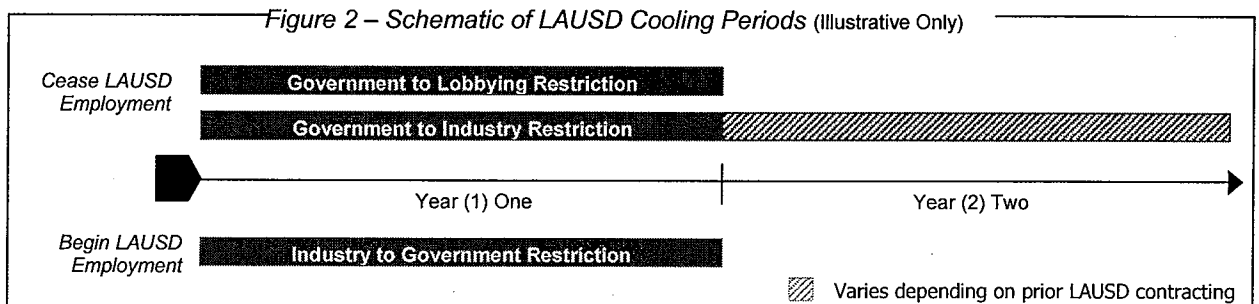
- (3) It’s the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

*Assuming Sue is not attempting to take out any procurement officials (since they observe a zero tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create a reporting responsibility for the officials, if they are designated Form 700 Statement of Economic Interest filers. Additionally, if there is a procurement underway involving Sue or her firm, she should not give gifts to the LAUSD officials who are part of the evaluation process until the contract is awarded. Finally, Sue may also want to keep in mind that a nice personalized thank-you note can pack quite a punch!*

Anyone doing business with LAUSD shall be charged with full knowledge that LAUSD’s contracting decisions are made based on quality, service, and value. LAUSD does not seek any improper influence through gifts or courtesies.

- F. *Observe Cooling Periods* – Contractors and their Representatives shall observe and maintain the integrity of LAUSD’s Cooling Periods. A “Cooling Period” is a mechanism used by public agencies and private organizations across the country to ensure that no unfair competitive advantage is extended due to the hiring of current or former employees. Allowing for some time to pass before a former official works on matters related to their prior agency or a new official works on matters related to their prior employer helps to mitigate concerns about the appearance of a “revolving door” where public offices are sometimes seen to be used for personal or private gain.

Contractors shall certify that they are upholding LAUSD’s revolving door provisions as part of the contracting process. In their certification, Contractors shall detail the internal firewalls that have been put in place to preserve LAUSD’s cooling periods. As with other public agencies, LAUSD observes three key types of cooling periods for safeguarding the critical transitions between public service and private industry:



- (1) Government to Lobbying Restriction (One-Year Cooling Period) – LAUSD will not contract with any entity that compensates a former LAUSD official who lobbies LAUSD before a one (1) year period has elapsed from that official's last date of employment

Example of Lobbying Restriction

Ace Impact Group wants to hire Joe Knowsfolks, a former LAUSD official, to help the company cultivate new business opportunities with LAUSD and arrange meetings with key LAUSD officials.

*To avoid the possibility of unfair advantage or improper influence, Ace Impact Group is prohibited from utilizing Joe to contact anyone at LAUSD on their behalf until at least one year has passed from Joe's last date of employment. Joe may help Ace lobby other public entities, but Joe cannot communicate with anyone at LAUSD, either in person or in writing, on behalf of his new company.*

- (2) Government to Industry Restriction

- (a) Insider Advantage Restriction (One-Year Cooling Period) – LAUSD will not contract with any entity that compensates any current or former LAUSD official to work on a matter with LAUSD, if that official, within the preceding 12 months, held a LAUSD position in which they personally and substantially participated in that matter.

Example of Insider Advantage Restriction

Risky Business is a small boutique firm that helps public agencies, including LAUSD, develop strategies for managing and overcoming their unfunded liability. Risky Business wants to extend an offer of employment to Nooriya, a LAUSD official, whose previous responsibilities included advising LAUSD's Board and management on the issue of the district's unfunded liability.

*As part of its certification, Risky Business needs to identify what safeguards it will have in place to ensure that Nooriya's work for them does not include matters relating to her prior LAUSD responsibilities for at least one year from when she left her LAUSD job. Given that "matters" include broad policy decisions, the general rule of thumb for avoiding any insider advantage is to have former LAUSD officials steer clear of LAUSD work for a year.*

- (b) Contract Benefit Restriction (Two-Year Cooling Period) – LAUSD will not contract with any entity that employs any current or former LAUSD official who within the preceding two (2) years, substantially participated in the development of the contract's RFP requirements, specifications or any part of the contract's procurement process, if the official will perform any services for the Contractor relating to LAUSD on that contract.

Example of Contracting Benefit Restriction

Technology Advances has just won a big contract with LAUSD and is looking for talent to help support the company's growing work load. The firm wishes to hire some LAUSD employees: Aisha, a LAUSD technology official, her deputy Raj who was the individual who oversaw LAUSD's contracting process with Technology Advances, and Linda, an engineer who was on the evaluation committee that selected Technology Advances.

*If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two years have elapsed from the date that the contract was fully executed. This case is a good example of how the cooling period seeks to ensure that there is no benefit resulting from a public official's awarding of a contract. All of the LAUSD employees in this example would be considered to have substantially participated in the contract – Raj due to his direct work, Linda due to her role evaluating the*



*bid proposals, and Aisha due to the fact that supervising both employees is a part of her official responsibility. Technology Advances should consider the implications before hiring individuals involved with their LAUSD contracting process.*

- (3) Industry to Government Restriction (One-Year Cooling Period) – In accordance with California law, Contractors and/or their Representatives who act in the capacity of LAUSD officials shall be disqualified from making any governmental decisions relating to a personal financial interest until a 12-month period has elapsed from the time the interest has been disposed or severed.

*Example of Industry to Government Restriction*

Sergei Konsultantov is an outside contractor that has been hired to manage a major reorganization project for LAUSD. Sergei is on the Board of Directors for several companies who do business with LAUSD.

*Sergei must not participate in any governmental decisions for LAUSD relating to any private organization for whom he has served as an employee, officer, or director, even in an unpaid capacity, if less than 12 months has passed since he held such a status. Sergei should contact the Ethics Office before starting his work to put a formal disqualification into effect and to seek out any other ethical safeguards he should have in place.*

- (4) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive the Insider Advantage Restriction in writing with notification to the Board of Education, prior to approving a contract or its amendment.
- G. *Safeguard Prospective Employment Discussions* – Contractors and their Representatives shall safeguard any prospective employment discussions with current LAUSD officials, especially when the official is one who may participate "personally and substantially" in a matter relating to the Contractor.

*Example of Safeguarding an Employment Offer*

- (1) Audit Everything, a firm that does work for LAUSD, has been really impressed by Thora Revue, an audit manager that oversees some of their audits. Audit Everything is interested in having Thora work for their firm.

*Before Audit Everything begins any prospective discussions with Thora, they should let her supervisor know of their interest and ask what safeguards need to be put in place. For example, if Thora does not outright reject the idea and is instead interested in entertaining the offer, she and her manager will have to work with the Ethics Office to put into effect a disqualification from any further involvement relating to the Contractor before any actual employment discussions are allowed to proceed. Any Contractor who engages in employment discussions with LAUSD officials before a disqualification has been completed is subject to the penalties outlined in this Code.*

- H. *Conduct Political Activities Privately* – Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.
- I. *Make Philanthropy Voluntary* – Contractors and their Representatives shall only engage in philanthropic activities relating to LAUSD on their own time and with their own resources. LAUSD views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a

bearing on current or future contracts with LAUSD. And no current or potential contracting relationship with LAUSD to provide goods or services is contingent upon any philanthropic support from Contractors and their Representatives, unless otherwise designated as part of a bid or proposal requirement in an open, competitive contracting process to solicit a specific type of support.

- (1) Guidelines for Making a Gift to a Public Agency – Contractors who wish to provide philanthropic support to LAUSD shall abide by the ethical and procedural policies and requirements established by LAUSD which build upon the “Gifts to an Agency” requirements established in California’s Code of Regulations Section 18944.2. For outside entities to make a gift or payment to LAUSD in a manner that maintains public integrity, the following minimum requirements must be met:
  - (a) LAUSD must receive and control the payment;
  - (b) LAUSD must use the payment for official agency business;
  - (c) LAUSD, in its sole discretion, must determine the specific official or officials who shall use the payment. The donor may identify a specific purpose for the agency’s use of the payment, so long as the donor does not designate the specific official or officials who may use the payment; and
  - (d) LAUSD must have the payment memorialized in a written public record which embodies the requirements of the above provisions and which:
    - Identifies the donor and the official, officials, or class of officials receiving or using the payment;
    - Describes the official agency use and the nature and amount of the payment;
    - Is filed with the agency official who maintains the records of the agency’s Statements of Economic Interests (i.e. the Ethics Office); and
    - Is filed as soon as possible, but no later than 30 days of receipt of the payment by LAUSD.

## 5. Disclosure Obligations

LAUSD expects Contractors and their Representatives to satisfy the following public disclosure obligations:

- A. *Identify Current and Former LAUSD Officials* – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or consultants who within the last three years have been or are employees of LAUSD. The disclosure will be in accordance with LAUSD guidelines and will include at a minimum the name of the former LAUSD employee(s), a list of the LAUSD positions the person held in the last three years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.
  - (1) In rare and unusual circumstances, LAUSD’s General Superintendent or his/her designee upon a showing of good cause may waive this disclosure requirement in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.
- B. *Be Transparent about Lobbying* – Contractors and their Representatives shall abide by LAUSD’s *Lobbying Disclosure Code* and register and fulfill the associated requirements, if they meet the trigger(s). LAUSD’s lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD’s decision-making process by providing transparency via a public record of the lobbying activities conducted by individuals and organizations. A “lobbying activity” is defined as any action taken with the principal purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing any rule, resolution, policy, program, contract, award, decision, or other proposal under consideration by LAUSD officials.

For further information on LAUSD’s lobbying policy, Contractors and their Representatives shall review the resource materials available on the Ethics Office website ([www.lausd.net/ethics](http://www.lausd.net/ethics)). Failure to comply with LAUSD’s Lobbying Disclosure Code can result in fines and sanctions including debarment from contracting with LAUSD.

- C. *Fulfill the State-Mandated Statement of Economic Interests ("Form 700") Filing Requirement* – Contractors and their Representatives shall abide by the financial disclosure requirements of California's Political Reform Act (Gov. Code Section 81000-91015). Under the Act, individual Contractors and their Representatives may be required to disclose economic interests that could be foreseeably affected by the exercise of their public duties in a disclosure filing called the Statement of Economic Interests or Form 700. A Form 700 serves as a tool for aiding public officials at all levels of government to ensure that they do not make or participate in making, any governmental decisions in which they have an interest.
- (1) *Applicability* – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as "consultants", if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor's Representative(s) to file a Form 700:
    - (a) *Individual Makes Governmental Decisions* – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.
    - (b) *Individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity* – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an LAUSD staff position that is already designated as a filer position in *LAUSD's Conflict of Interest Code*.
  - (2) *Filing Timelines* – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:
    - (a) upon commencement of work with LAUSD,
    - (b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and
    - (c) upon termination of work with LAUSD.
  - (3) *Process* – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.
  - (4) *Disqualifications* – Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other "public official" including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

*Examples of Form 700 Filers and Non-Filers*

- (5) Maria Ley is an attorney for the firm of Legal Eagles which serves as outside counsel to LAUSD. In her capacity as outside counsel, Maria provides ongoing legal services for LAUSD and as such participates in the making of governmental decisions. Maria's role involves her in advising or making recommendations to government decision-makers and also gives her the opportunity to impact decisions that could foreseeably affect her own financial interests.  
*Maria would be considered a consultant under the Political Reform Act and would need to file a Form 700.*

- (6) The Research Institute has been hired by LAUSD to do a major three-year policy study which will help LAUSD decide the shape and scope of a major after-school tutoring initiative, including the total funding that should be allocated. As part of the Institute's work, their researchers will help LAUSD design and decide on some additional contracts for supplemental survey research. The Institute knows that all the principal researchers on their team will have to be Form 700 filers because their work is ongoing and will influence LAUSD's governmental decision. However, the Institute is unsure of whether their trusty secretary, Bea Addman, would have to be a filer.

*Bea does not need to file. Even though she will be housed at LAUSD for the three years and act in a staff-like capacity, she will provide clerical support primarily and will not participate in making any governmental decisions.*

- (7) Bob Builder works for a construction company that will be supporting LAUSD's school-building initiative on a continuous basis. Bob will direct activities concerning the planning and construction of various schools facilities, coordinate land acquisition, supervise teams, set policies, and also prepare various budgets for LAUSD.

*Bob meets the trigger defined under the law because as part of the services he will provide, he has the authority to affect financial interests and commit LAUSD to government actions at his discretion. Additionally, in his role, he will be performing essentially the same tasks as an LAUSD Facilities Project Manager which is a position that is already designated in LAUSD's Conflict of Interest Code. Therefore, Bob is required to file a Form 700.*

## **6. Prohibited Activities**

A Contractor, its Representative(s) and all other agent(s) acting on its behalf are prohibited from engaging in the following activities:

### GENERAL PROHIBITIONS

- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- B. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- C. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- D. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- E. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*
- F. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- G. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
  - (1) *Providing any gifts at all to a procurement employee;*
  - (2) *Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and*
  - (3) *Providing gifts without the necessary public disclosure when disclosure is required*
- H. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- I. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- J. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*

- K. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- L. *Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*
- M. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

#### CONTRACTING PROHIBITIONS

- N. *Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor's obligation*
  - (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.
- O. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
  - (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.
  - (2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.
- P. *Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*
- Q. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*
- R. *Making any substitution of goods, services, or talent that do not meet contract specifications without prior approval from LAUSD*
- S. *Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*
- T. *Requesting, attempting to request, or accepting—either directly or indirectly—any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential bidders*
- U. *Submitting a bid as a proposer or sub-proposer on a particular procurement after participating in its development (e.g. identifying the scope of work, creating solicitation documents or technical specifications, developing evaluation criteria, and preparing contractual instruments)*

#### LOBBYING PROHIBITIONS

- V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*
- W. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*
  - (1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

## 7. Issues Resolution

Early identification and resolution of contracting or other ethical issues that may arise are critical to building public trust. Whenever possible, it is advisable to initiate the issue resolution process proactively, either with the designated contracting contact if the issue arises during the contracting process, or with the Contract Sponsor in the case of an active contract that is being carried out. It is always appropriate to seek out the Procurement Services Group or the Facilities Contracts Branch to resolve an issue, if another alternative is not possible. Formal disputes regarding bid solicitations or contract awards should be raised and addressed in accordance with LAUSD policy where such matters will be given full, impartial, and timely consideration.

## 8. Enforcement Provisions

While Contractors and their Representatives are expected to self-monitor their compliance with this Contractor Code of Conduct, the provisions of this Code are enforceable by LAUSD. Enforcement measures can be taken by LAUSD's Procurement Services Group or Facilities Contracts Branch in consultation with the Contract Sponsor, the Ethics Office, the Office of the General Counsel, and the Office of the Inspector General. The Office of the Inspector General may also refer matters to the appropriate authorities for further action.

- A. *Report Violations* – Good faith reporting of suspected violations of the Contractor Code of Conduct is encouraged. Reports of possible violations should be made to the Office of the Inspector General where such reports will be investigated and handled with the level of confidentiality that is merited and permitted by law. No adverse consequences will result to anyone as a result of making a good faith report.
- B. *Cooperate on Audits and Investigations* – Contractors and their Representatives shall cooperate with any necessary audits or investigations by LAUSD relating to conduct identified in this Code. Such audits and investigations may be conducted when LAUSD has reason to believe that a violation of this Code has occurred. Once an audit or investigation is complete, LAUSD may contact a Contractor or their Representatives to establish remedies and/or sanctions.
- C. *Comply with Sanctions* – Contractors and their Representatives shall comply with the necessary sanctions for violations of this Code of Conduct. Remedies can include and/or combine one or more of the following actions:
  - (1) Removal of offending Contractor or subcontractor;
  - (2) Implementation of corrective action plan approved by LAUSD;
  - (3) Submission of training plan for preventing future violations of the Code;
  - (4) Probation for 1-3 years;
  - (5) Rescission, voidance or termination of a contract;
  - (6) Suspension from all LAUSD contracting for a period of time;
  - (7) Prohibition from all LAUSD lobbying activities;
  - (8) Compliance with deferred debarment agreement;
  - (9) Debarment from all LAUSD procurement or contracting; or
  - (10) Other sanctions available by law that are deemed reasonable and appropriate.

In the case of a procurement in which a contract has yet to be awarded, LAUSD reserves the right to reject any bid or proposal, to terminate the procurement process or to take other appropriate actions.

Failure to remedy the situation in the timely manner prescribed by LAUSD can result in additional sanctions. *Records of violations or any other non-compliance are a matter of public record.*

Any debarment proceeding will follow due process in accordance with the procedures described in LAUSD's Debarment Policy.

## 9. Future Code Updates

To ensure that LAUSD maintain our effectiveness in promoting integrity in our contracting processes and our use of public tax dollars, LAUSD reserves the right to amend and modify this Contractor Code of Conduct at its discretion. LAUSD's Ethics Office will post the latest version of the Code on its

website. Interested parties with ideas on how LAUSD can strengthen our Code to improve public trust in the integrity of LAUSD's decision-making can contact LAUSD's Ethics Office in writing to share their comments. Such comments will be evaluated for future code updates.

LAUSD is not responsible for notifying a Contractor or their Representatives of any changes to this Code. It is the responsibility of a Contractor to keep itself and its Representatives apprised of any changes made to this Code. LAUSD is not responsible for any damages that may occur as a result of a Contractor's failure to fulfill its responsibilities of staying current on this Code.

#### **10. Severability**

If one part or provision of this Contractor Code of Conduct, or its application to any person or organization, is found to be invalid by any court, the remainder of this Code and its application to other persons or organizations, which has not been found invalid, shall not be affected by such invalidity, and to that extent the provisions of this Code are declared to be severable.

**SUPPLEMENTAL TERMS AND CONDITIONS FOR  
CONTRACTS USING ARRA FUNDS**

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.
7. **WHISTLEBLOWER PROTECTION:**  
Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.
8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:
  - a. The total amount of ARRA funds received by Contractor during the Reporting Period;
  - b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
  - c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

08/10/09



**SUPPLEMENTAL TERMS AND CONDITIONS FOR  
CONTRACTS USING ARRA FUNDS**

- (i.) The name of the project or activity;
- (ii.) A description of the project or activity;
- (iii.) An evaluation of the completion status of the project or activity; and
- (iv.) An estimate of the number of jobs created and /or retained by the project or activity;

d. For any contracts equal to or greater than \$25,000:

- (i.) The name of the entity receiving the contract;
- (ii.) The amount of the contract;
- (iii.) The transaction type;
- (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
- (v.) The Program source;
- (vi.) An award title descriptive of the purpose of each funding action;
- (vii.) The location of the entity receiving the contract;
- (viii.) The primary location of the contract, including the city, state, congressional district and country;
- (ix.) The DUNS number, or name and zip code for the entity headquarters;
- (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
- (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;

e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

***Any other information reasonably requested by the State of California or required by state or federal law or regulation.***

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov). The additional requirements will be added to this contract(s).

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BA FORM 09/09

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES  
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 060

DEPARTMENT OF CHIEF EXECUTIVE OFFICE

November 17, 2010

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2010-2011

4 - VOTES

SOURCES

USES

CHIEF EXECUTIVE OFFICE  
A01-AO-10100-90-9009  
REVENUE - ARRA - \$180,000

CHIEF EXECUTIVE OFFICE  
A01-AO-10100-2000  
SERVICES AND SUPPLIES - \$180,000

INCREASE REVENUE


INCREASE APPROPRIATION

SOURCES TOTAL: \$ 180,000

USES TOTAL: \$ 180,000

JUSTIFICATION

APPROPRIATION ADJUSTMENT WILL PROVIDE FUNDING TO THE LAUSD ARRA GRANT STEP EARLY EDUCATION CENTERS.



AUTHORIZED SIGNATURE GILES QUAN

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY Karen Silke

CHIEF EXECUTIVE OFFICER

BY [Signature]

B.A. NO. 071

Nov 18 20 10

11/18 20 10