



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**  
**CHIEF EXECUTIVE OFFICER**  
Fesia A. Davenport

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

**DATE:** Wednesday, January 10, 2024  
**TIME:** 9:30 a.m.  
**LOCATION:** Room 374-A Kenneth Hahn Hall of Administration  
500 West Temple Street, Los Angeles, CA 90012

**This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' August 8, 2023 order, which suspended the application of Board Policy 3.055 until March 31, 2024.**  
**TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER:**  
**(323) 776-6996 ID: 169948309#** [Click here to join the meeting](#)

### **AGENDA**

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

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. NONE**
- 4. PRESENTATION/DISCUSSION ITEM(S):**
  - A. Board Letter:**  
APPROVAL OF A CONTRACT WITH CALIFORNIA COMMUNITY FOUNDATION TO PROVIDED FISCAL INTERMEDIARY TO ADMINISTER JUVENILE JUSTICE CRIME PREVENTION ACT FUNDS FOR THE LOS ANGELES COUNTY PROBATION DEPARTMENT  
Speaker(s): Robert Smythe and Sharon Harada (Probation)

Wednesday, January 10, 2024

- B.** Board Letter:  
APPROVAL TO ACCEPT GRANT AWARD FROM CALIFORNIA DEPARTMENT OF  
PARKS AND RECREATION FOR 2023-24 OFF-HIGHWAY MOTOR VEHICLE  
RECREATION PROGRAM FOR LANCASTER SHERIFF'S STATION  
Speaker(s): Jeremi Edwards and Monica Moreno (Sheriff's)
- C.** Board Letter:  
APPROVAL TO ACCEPT GRANT AWARD FROM THE UNITED STATES DEPARTMENT  
OF JUSTICE OFFICE OF COMMUNITY POLICING DEVELOPMENT MICROGRANTS  
PROGRAM FOR FISCAL YEAR 2023-24  
Speaker(s): Monica Moreno (Sheriff's)
- D.** Board Letter:  
REQUEST TO AUTHORIZE THE LAW OFFICES OF THE COUNTY OF LOS ANGELES  
ALTERNATE PUBLIC DEFENDER TO RE-EMPLOY A RETIRED COUNTY EMPLOYEE AS  
A FULL TIME, PERMANENT EMPLOYEE ON AN INDEFINATE BASIS, AS A DEPUTY  
ALTERNATE PUBLIC DEFENDER I  
Speaker(s): Michael Iwanaga (APD)
- E.** Board Letter:  
AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO  
COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE  
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE COUNTY  
VICTIM SERVICES PROGRAM FOR THE GRANT PERIOD OF JANUARY 1, 2024,  
THROUGH DECEMBER 31, 2024; DELEGATE AUTHORITY TO ENTER INTO, AND  
APPROVE OF, SUBRECIPIENT AGREEMENTS WITH COMMUNITY-BASED  
ORGANIZATIONS FOR THE PROVISION OF VICTIM SERVICES WITHIN THE  
COUNTY; AND APPROVE APPROPRIATION ADJUSTMENT FOR FY 2023-24  
Speaker(s): Tanishia Wright and Shaun Gipson (DA)
- F.** Board Letter:  
APPROVAL FOR THE USE OF INFORMATION TECHNOLOGY INFRASTRUCTURE  
FUND TO UPGRADE THE LOS ANGELES COUNTY SHERIFF DEPARTMENT'S  
CUSTODY NETWORK INFRASTRUCTURE AND AN APPROPRIATION ADJUSTMENT  
FOR FISCAL YEAR 2023-24  
Speaker(s): Fred Nazarbegian (Sheriff's)

**5. PUBLIC COMMENTS**

**6. ADJOURNMENT**

Wednesday, January 10, 2024

**CLOSED SESSION ITEM(S):**

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

(Subdivision (a) of Government Code Section 54956.9)

**Julio C. Blandon v. Los Angeles County, et al.**

Los Angeles Superior Court Case No. 21STCV18550

Department: Sheriff's

**CS-2     CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Niani Sabazz vs. County of Los Angeles, et al.**

United States District Court Case No. 2:21-CV-06111

Department: Sheriff's

**CS-3     CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Mesalina Montes, et al. vs. County of Los Angeles, et al.**

Los Angeles Superior Court Case No. 20STCV30333

Department: Sheriff's

**CS-4     CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Jesus Medina v. County of Los Angeles, et al.**

United States District Court Case No. 2:21-CV-05554

Department: Sheriff's

**7.    UPCOMING ITEM(S):**

**A.    Board Letter:**

APPROVAL TO ACCEPT GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS FOR THE LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE FOR FISCAL YEARS 2023-24 THROUGH 2026-27

Speaker(s): Marc Soto, Kristen Correra and Monica Moreno (Sheriff's)

Wednesday, January 10, 2024

- B.** Board Letter:  
APPROVAL TO ACCEPT GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS FOR MATTHEW SHEPARD AND JAMES BYRD, JR. HATE CRIMES PROGRAM FOR FISCAL YEARS 2023-24 THROUGH 2026-27  
Speaker(s): Jorge Marchena and Monica Moreno (Sheriff's)
- C.** Board Letter:  
ADOPT A RESOLUTION TO AUTHORIZE ACCEPTANCE OF AND PARTICIPATION IN THE CALIFORNIA BOATING SAFETY AND ENFORCEMENT FINANCIAL AND PROGRAM FOR FISCAL YEAR 2024-25  
Speaker(s): Jack Ewell, Monica Moreno and Lisa Dye (Sheriff's)
- D.** Board Letter:  
ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE FISCAL YEAR 2023-24 ALCOHOL POLICING PARTNERSHIP PROGRAM (APP) AND APPROVE AN APPROPRIATION ADJUSTMENT  
Speaker(s): Monica Moreno and Joshua Escobedo (Sheriff's)
- E.** Board Letter:  
APPROVE AND ADOPT THE RESOLUTION TO INCREASE THE DEVELOPER FEE FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
Speaker(s): Albert Yanagisawa, Marcia Velasquez and Julia Kim (Fire)
- F.** Board Letter:  
SEVEN-YEAR LEASE AMENDMENT – FIRE DEPARTMENT – 5200 IRWINDALE AVENUE, SUITES 205 & 210, IRWINDALE  
Speaker(s): Alexandra Nguyen-Rivera (CEO)
- G.** Board Briefing:  
CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING  
Speaker(s): Sharmaine Moseley (COC)
- H.** Board Briefing:  
OFFICE OF INSPECTOR GENERAL (OIG) MONTHLY STATUS AND CUSTODY BRIEFING  
Speaker(s): Max Huntsman (OIG)

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

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





# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY-DOWNEY, CALIFORNIA 90242  
(562) 940-2501



**GUILLERMO VIERA ROSA**  
Chief Probation Officer

January 23, 2024

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

Dear Supervisors:

## **APPROVAL OF A CONTRACT WITH CALIFORNIA COMMUNITY FOUNDATION TO PROVIDE FISCAL INTERMEDIARY TO ADMINISTER JUVENILE JUSTICE CRIME PREVENTION ACT FUNDS FOR THE LOS ANGELES COUNTY PROBATION DEPARTMENT**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

### **SUBJECT**

Request authority for the County of Los Angeles Probation Department (Probation) to enter into a contract with California Community Foundation (CCF) for the purposes of providing Fiscal Intermediary Services to administer Juvenile Justice Crime Prevention Act (JJCPA) funds.

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

1. Delegate authority to the Chief Probation Officer or his designee to execute a contract substantially similar to the attached contract (Attachment) between Probation and CCF in order to provide Fiscal Intermediary Services to administer Juvenile Justice Crime Prevention Act (JJCPA) funds for a one (1) year period, for an estimated amount of \$5,000,000, commencing February 1, 2024, through January 31, 2025, upon approval as to form by County Counsel.
2. Delegate authority to the Chief Probation Officer or his designee to prepare and execute contract modifications in order to extend the contract term above for up to six (6) additional one (1) year periods, upon approval as to form by County Counsel.

3. Delegate authority to the Chief Probation Officer to prepare and execute amendments to extend the contract period 180 days to the period of performance pursuant to the terms of the contract, upon approval as to form by County Counsel.
4. Delegate authority to the Chief Probation Officer or his designee to prepare and execute modifications to increase contract sums in the amounts identified and approved by the Los Angeles County Juvenile Justice Coordinating Council.
5. Delegate authority to the Chief Probation Officer or his designee to approve; 1) non-material, technical, and administrative changes to the contract, 2) necessary changes to the scope of service, and if necessary, 3) termination of the contract, in whole or in part.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment) with CCF to provide Fiscal Intermediary Services to administer JJCPA funds by contracting with community-based organizations for youth development and enrichment services for at-risk and juvenile justice involved youth in the County of Los Angeles.

**IMPLEMENTATION OF STRATEGIC PLAN GOALS:**

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

**FINANCIAL IMPACT/FINANCING:**

The estimated contract amount for the initial term of the contract is \$5 million. The cost is fully funded through JJCPA. No additional net County cost is required.

**FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:**

The term of the Contract shall be effective on February 1, 2024, for a one-year term ending January 31, 2024, with the option to extend for six (6) additional one (1) year periods for a maximum total Contract term of seven (7) years. There is no impact on departmental employee relations since this is not a Proposition A contract. Probation has also determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

The contract (Attachment) contains the Board's required contract provisions, including consideration of qualified county employees targeted for layoffs and GAIN/START participants for employment openings, as well as compliance with the Jury Services Ordinance, the Safely Surrendered Baby Law, and the Child Support Program.

The contract (Attachment) has been reviewed and approved as to form by County Counsel. The County will not request the Contractors to perform services that exceed the Board-approved contracted amount, scope of work or contract term.

**CONTRACTING PROCESS:**

Probation released an RFP for Fiscal Intermediary Services on December 16, 2021. As part of the competitive solicitation process, approximately eight hundred (800) letters were sent to service providers and advertisements were placed in the Los Angeles Times, Lynwood Journal, and Nuestra Comunidad. The solicitation information along with the RFP was also made available through the Internet on the County of Los Angeles Internal Services Department and the Probation websites.

As a result of the solicitation process, nine (9) potential providers registered for the Virtual Mandatory Proposers' Conference and four (4) potential providers attended the conference. Two (2) proposals were received in response to this solicitation. One (1) proposal was found non-responsive for failing to meet the Minimum Mandatory Qualifications stated in the RFP.

An evaluation committee was formed to evaluate the proposal that passed the initial screening process. Financial subject matter experts assessed the Proposer's financial viability to perform the work throughout the term of the proposed Contract.

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

Approval of the recommended actions will allow Probation to expedite the redistribution of JJCPA funds throughout the County for critically needed services to our youth.

Respectfully submitted,

GUILLERMO VIERA ROSA  
Chief Probation Officer

The Honorable Board of Supervisors  
January 23, 2024  
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TH: DS: yh

Enclosure

c:     Executive Officer  
          Chief Executive Officer  
          County Counsel

**ATTACHMENT**



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CALIFORNIA COMMUNITY FOUNDATION**

**FOR**

**FISCAL INTERMEDIARY SERVICES**

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Q	Background Request Form.....
R	Contract Discrepancy Report.....
S	Employee's Acknowledgement of Employer.....
T	Defaulted Property Tax Reduction Program/Form.....
U	Confidentiality of CORI Information .....
V	Performance Requirements Summary (PRS) Chart .....

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES**

**AND**

**CALIFORNIA COMMUNITY FOUNDATION  
FOR**

**FISCAL INTERMEDIARY SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as County and California Community Foundation, hereinafter referred to as "Contractor". California Community Foundation is located at 221 South Figueroa, Suite 400, Los Angeles, California 90012.

**RECITALS**

**WHEREAS**, the County of Los Angeles Probation Department may contract with private businesses for Fiscal Intermediary Services when certain requirements are met; and

**WHEREAS**, the Contractor is a private firm specializing in providing Fiscal Intermediary Services; and

**WHEREAS**, the County through its Probation Officer, is authorized to contract under California Governmental Code Section 31000.

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

**1 APPLICABLE DOCUMENTS**

- 1.1 Exhibits A, B, D, E, F, G, G1, G2, G3, H, I, O, Q, R, S, T, U and V are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Budget Sheet
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Confidential Forms
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- 1.19 EXHIBIT S - Employee's Acknowledgement of Employer
- 1.20 EXHIBIT T - Defaulted Property Tax Reduction Program/Form
- 1.21 EXHIBIT U - Confidentiality of CORI Information
- 1.22 EXHIBIT V - Performance Requirements Summary (PRS) Chart

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this

Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2 DEFINITIONS

### 2.1 Standard Definitions:

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

2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.2 **Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.

2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.

2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.

2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.

2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.

- 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

### 3 WORK

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

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a one (1) year period commencing February 1, 2024, through January 31, 2025, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to six (6) additional one (1) year periods for a maximum total Contract term of seven (7) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains a database that tracks/monitors the Contractor's performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

- 4.3 The Contractor shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

- 5.1.1 The Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services under this Contract consistent with the cost listed in Exhibit B (Budget Sheet). The annual Contract sum, inclusive of all applicable taxes, is estimated at **\$5,000,000** for the term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The County shall pay the Contractor up to fifteen percent (15%) administrative/indirect actual costs of the total Contract Sum. Administrative/indirect costs shall not be in addition to, but a part of, the maximum Contract Sum.

The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Budget Sheet). Invoices shall detail the actual costs incurred and include all relevant back-up documentation (e.g., records, billings, receipts, etc.) that supports expenditures included on the invoices. The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes, including all relevant supporting documents for Grantees. Invoices shall be specific as to the services provided. The Contractor shall return to the County any unspent funds in excess of actual costs for the provision of services under this Contract at the end of each Contract term. The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay the County any amount which is found

to violate the terms of this Contract or applicable County provisions.

- 5.1.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.1.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address provided in Exhibit E (County's Administration).

## **5.2 Written Approval for Reimbursement**

- 5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

## **5.3 Notification of 75% of Total Contract Sum**

- 5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Probation at the address herein provided in Exhibit E (County's Administration).



#### **5.4 No Payment for Services Provided Following Expiration- Termination of Contract**

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

#### **5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Budget Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Budget Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**County of Los Angeles Probation Department  
Attention: Fiscal Department, P-73  
9150 East Imperial Highway  
Downey, CA 90242**

#### **5.5.6 County Approval of Invoices**

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

#### **5.5.7 Intentionally Omitted**

### **5.6 Intentionally Omitted**

### **5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Contract Manager**

- 6.2.1 The role of the County's Contract Manager may include:
  - 6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
  - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Program Manager**

- 6.3.1 The role of the County's Program Manager is authorized to include:
  - 6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and
  - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

#### **6.4 County's Contract Monitor**

- 6.4.1 The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

### **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor Administration**

A listing of all the Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

#### **7.2 Contractor's Staff**

- 7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).
- 7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

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

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

#### **7.4 Intentionally Omitted**

#### **7.5 Background and Security Investigations**

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

- 7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager

prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

## **7.6 Confidentiality**

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information

technology security and the protection of confidential records and information.

- 7.6.2 The Contractor shall inform all of its officers, employees, agents and the subcontractors providing services hereunder of the confidentiality provisions of this Contract.
  - 7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
  - 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).
  - 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).
- 7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with this Paragraph 7.6 (Confidentiality) , as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

#### 7.6.4 Confidentiality of Adult and Juvenile Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit U (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

7.6.6 Violations: The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

## 8 STANDARD TERMS AND CONDITIONS

### 8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement

an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

## **8.3 Authorization Warranty**

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



## **8.4 Budget Reductions**

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

## **8.5 Complaints**

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

### **8.5.2 Complaint Procedures**

- 8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

## **8.6 Compliance with Applicable Law**

8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

## **8.8 Compliance with the County's Jury Service Program**

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

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

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

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or

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

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

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or are on a County Re-Employment List**

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

## **8.11 Consideration of Hiring GAIN/START Participants**

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants

by job category to the Contractor. The Contractors shall report all job openings with job requirements to: [gainstart@DPSS.LACOUNTY.GOV](mailto:gainstart@DPSS.LACOUNTY.GOV) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

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

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

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

#### **8.12.4 Contractor Hearing Board**

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

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

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

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>



#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

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

#### **8.16 Damage to County Facilities, Buildings or Grounds**

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

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

## **8.17 Employment Eligibility Verification**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the

exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

- 8.23.1 The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

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

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

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

**Yvonne Humphrey, Contract Analyst  
Los Angeles County Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

**E-mail address: [Yvonne.Humphrey@probation.lacounty.gov](mailto:Yvonne.Humphrey@probation.lacounty.gov)**

**Fax #: (562) 658-2307**

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

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

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

endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

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

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Shall Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the

County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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



#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

#### **8.24.15 County Review and Approval of Insurance Requirements**

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

### **8.25 Insurance Coverage**

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

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

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

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than

\$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 Intentionally Omitted**

##### **8.25.4.2 Professional Liability-Errors and Omissions**

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

##### **8.25.4.3 Intentionally Omitted**

##### **8.25.4.4 Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$2 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

##### **8.25.4.5 Intentionally Omitted**

#### **8.25.4.6 Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$2 million in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

#### **8.25.4.7 Intentionally Omitted**

### **8.26 Liquidated Damages**

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

Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit V (Performance Requirements Summary (PRS) Chart) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

8.27.1 If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or

services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28

(Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non Exclusivity**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

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

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

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

- 8.33.1 The Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

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

## **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 Publicity**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.



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

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

#### **8.38.5 Intentionally Omitted**

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

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

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of such documents to:

**Yvonne Humphrey, Contract Analyst  
Los Angeles County Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

**E-mail address: [Yvonne.Humphrey@probation.lacounty.gov](mailto:Yvonne.Humphrey@probation.lacounty.gov)**

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon

which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
  - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
  - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:
  - 8.43.1.1 The Contractor has materially breached this Contract; or
  - 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing)

after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

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

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
  - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

- 8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.50 Warranty Against Contingent Fees**

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

- 8.51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

## **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

- 8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.



### **8.53 Time Off for Voting**

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

### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting the Contractors from engaging in human trafficking.

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of the Contractor's staff pursuant to this paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **8.55 Intentionally Omitted**

### **8.56 Compliance with Fair Chance Employment Hiring Practices**

The Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

### **8.57 Compliance with the County Policy of Equity**

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected

characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

#### **8.59 Intentionally Omitted**

#### **8.60 Intentionally Omitted**

### **9 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Intentionally Omitted**

#### **9.2 Intentionally Omitted**

#### **9.3 Intentionally Omitted**

#### **9.4 Intentionally Omitted**

#### **9.5 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises

charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

**9.9 Intentionally Omitted**

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

**9.12 Intentionally Omitted**

**10 Survival**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

- Paragraph 1      Applicable Documents
- Paragraph 2      Definitions
- Paragraph 3      Work
- Paragraph 5.4    No payment for Services Provided Following Expiration-Termination of Contract
- Paragraph 7.6    Confidentiality
- Paragraph 8.1    Amendments
- Paragraph 8.2    Assignment and Delegation/Mergers or Acquisitions
- Paragraph 8.6    Compliance with Applicable Law
- Paragraph 8.19   Fail Labor Standards
- Paragraph 8.20   Force Majeure
- Paragraph 8.21   Governing Law, Jurisdiction, and Venue
- Paragraph 8.23   Indemnification
- Paragraph 8.24   General Provisions for all Insurance
- Paragraph 8.25   Insurance Coverage

Paragraph 8.26 Liquidated Damages  
Paragraph 8.34 Notices  
Paragraph 8.38 Record Retention and Inspection-Audit Settlement  
Paragraph 8.42 Termination for Convenience  
Paragraph 8.43 Termination for Default  
Paragraph 8.48 Validity  
Paragraph 8.49 Waiver  
Paragraph 8.58 Prohibition from Participation in Future Solicitation  
Paragraph 10 Survival

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**IN WITNESS WHEREOF**, the County of Los Angeles and the Contractor have caused this Contract to be executed on their behalf by their authorized representatives, the day, month, and year first above written. The person signing on behalf of the Contractor warrants that he or she is authorized to bind the Contractor and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Contract.

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

By \_\_\_\_\_  
GUILLERMO VIERA ROSA  
CHIEF PROBATION OFFICER

**(CONTRACTOR NAME)**

By \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

DAWYN R. HARRISON  
COUNTY COUNSEL

By \_\_\_\_\_  
DEPUTY COUNTY COUNSEL

# **EXHIBIT A**

## **Statement of Work**

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## **EXHIBIT A**

### **STATEMENT OF WORK**

#### **1.0 SCOPE OF WORK**

The Contractor shall serve as a fiscal intermediary to administer Juvenile Justice Crime Prevention Act (JJCPA) funds by contracting with community-based organizations for youth development and enrichment services for at-risk and juvenile justice involved youth in the County of Los Angeles. The Contractor shall broker and leverage outside public, business and philanthropic funding, influence, and expertise; providing connections to decision makers that can remove or reduce political, bureaucratic, and/or regulatory obstacles that interfere with the design and implementation of a coherent set of interventions.

#### **2.0 SPECIFIC TASKS**

To meet the specific tasks, the Contractor shall provide the following services:

- 2.1 The County shall distribute JJCPA funds to the Contractor upon completion and release of solicitation. The Contractor shall redistribute JJCPA funds on a competitive basis to Community Based Organizations ("Grantee(s)") to provide services in the following Juvenile Justice Coordinating Council (JJCC) categories that include but are not limited to:
  - 2.1.1 Category 1- Educational Support /Academic Enrichment
  - 2.1.2 Category 2- Youth & Family Support/Positive Youth Development
  - 2.1.3 Category 3- After-School Enrichment
  - 2.1.4 Category 4- Vocational/Employment Services
- 2.2 Grantee(s) is defined as a community-based organization that is awarded JJCPA funding by the Contractor to provide services as required in a fully executed grant agreement. Grantee(s) shall be considered separate and apart from the definition of a "Subcontractor". As a result, terms under the Contract that apply to Subcontractors will not apply to Grantees.
- 2.3 Grantee awards shall be for a maximum of three (3) years by mutual agreement between Probation and Contractor.
- 2.4 Grantee awards shall be for a maximum amount of two hundred and fifty thousand dollars (\$250,000) for a twelve (12) month period.



- 2.5 The Contractor shall develop services based on positive youth development research to ensure services align with Youth Justice and evidence-based practices for effective correctional interventions.
- 2.6 The Contractor shall utilize staff with juvenile justice experience to provide the services.
- 2.7 The Contractor shall ensure that the Grantees have performance requirements that measure fidelity to the services. Measures of fidelity include performance measures of qualitative and quantitative data, not limited to the following and which demonstrate:
- 2.7.1 Program has permanent, full-time staff
- 2.7.2 Within 90 days after execution of the Contract, the Contractor is to work with the Los Angeles County Department of Youth Development (DYD) and the JJCPA Evaluators to develop a plan for program data collection and evaluation. The plan shall be developed to include those outcomes related to reducing crime and delinquency in Los Angeles County.

The plan should detail participant and program activities data to be collected and evaluation methods that will demonstrate the impact of services on participant outcomes as they relate to positive youth development outcomes such as:

- Housing security
- Achieving education and/or employment goals
- Meeting legal obligations (e.g., obtaining legal representation and assistance, appearing in court, reporting to probation/parole officers)
- Skills and knowledge attainment
- Agency, autonomy, and self-directedness
- Healthy relational ties/relationships
- Community/civic engagement
- Strengthened spirituality
- Hope, happiness, and creativity

Further, the plan should ensure that data and evaluation methods satisfactorily address recommendations made by the State Auditor's Report of May 2020 and shall preserve the privacy of program participants through confidentiality protections and data

use provisions and strict data retention/chain of custody provisions.

In the event that the State revises existing law regarding the collection of client-specific data for JJCPA program participants, including, but not limited to, California Government Code 30061 or California Welfare and Institutions Code section 749.22, the County reserves the right, in its sole discretion, to amend this Statement of Work. The amendment shall be effective upon execution of the next extension option and not be applied retroactively. The purpose of the amendment would be to ensure compliance by both parties with changes in the law, potentially resulting in additional duties and/or responsibilities for the County, the Contractor, and its Grantees in regard to data collection on program participants. As such, the list of data elements required to be collected by Grantees may increase, or decrease, in accordance with these changes to the law and subsequent amendments to this Contract and as approved by DYD in their role supporting evaluation. Contractor will require, and ensure, that its Grantees are acting in compliance with State law.”

Contractor shall require its Grantees to collect and share specific information with DYD and County’s contractors for program administration and evaluation, data analysis and outcome tracking purposes which includes the following participant data:

Descriptive statistics and sociodemographic characteristics of clients; and

Impact of participation on relevant client outcomes, including protective factors; and

Client satisfaction, which may be measured through quantitative or qualitative methods depending on the program and type of services offered.

Target population was reached, which includes, but is not limited to the following participant data for all Grantee program participants:

- Agency Name
- Type of Service
- Program Start Date (if applicable)
- Program End Date (if applicable)
- Age
- Race/Ethnicity

- Gender Identity
- Service Area Zip Code (area where services are provided)

Required additional 1-3 self-reported data elements in order to adequately assess each Grantee's program effectiveness at reducing juvenile crime and delinquency (as finalized with DYD and the JJCPA Evaluator).

- 2.7.3 Participation in services represented as dosage/intensity of services, such as frequency that youth are seen, duration of services or duplicated and unduplicated youth served counts; or
- 2.7.4 Participant satisfaction which may be measured through quantitative or qualitative methods.
- 2.7.5 Expected and actual number of youth participants, which shall include, but is not limited to:
  - Program projections of number of youth to be served;
  - Number of unique youth participants served including new, continuing, and rollover youth; or
  - Number of times a single youth participates in services/activities
- 2.7.6 Program participation status; at the end of the funded Fiscal Year, status of each participant served by Grantees: completed, did not complete and reason or in progress as defined in each Grantee's grant agreement.
- 2.7.7 Unduplicated and duplicated counts of youth served (by, for example, ethnicity, age, gender, service area zip code).
- 2.8 The Contractor shall track, monitor, and submit for evaluation, participant data as approved by DYD.
  - 2.8.1 Within 90 days after execution of the contract, the Contractor is to work with DYD and the JJCPA Evaluators to develop a plan for program data collection and evaluation. The plan shall be developed to include those outcomes related to reducing crime and delinquency in Los Angeles County.

The plan should detail participant and program activities data to be collected and evaluation methods that will demonstrate the

impact of services on participant outcomes as they relate to positive youth development outcomes such as:

- Housing security
- Achieving education and/or employment goals
- Meeting legal obligations (e.g., obtaining legal representation and assistance, appearing in court, reporting to probation/parole officers)
- Skills and knowledge attainment
- Agency, autonomy, and self-directedness
- Healthy relational ties/relationships
- Community/civic engagement
- Strengthened spirituality
- Hope, happiness, and creativity

Further, the plan should ensure that data and evaluation methods satisfactorily address recommendations made by the State Auditor's Report of May 2020 and shall preserve the privacy of program participants through confidentiality protections and data use provisions and strict data retention/chain of custody provisions.

In the event that the State revises existing law regarding the collection of client-specific data for JJCPA program participants, including, but not limited to, California Government Code 30061 or California Welfare and Institutions Code section 749.22, the County reserves the right, in its sole discretion, to amend this Statement of Work. The amendment shall be effective upon execution of the next extension option and not be applied retroactively. The purpose of the amendment would be to ensure compliance by both parties with changes in the law, potentially resulting in additional duties and/or responsibilities for the County, the Contractor, and its Grantees in regard to data collection on program participants. As such, the list of data elements required to be collected by Grantees may increase, or decrease, in accordance with these changes to the law and subsequent amendments to this Contract and as approved by DYD in their role supporting evaluation. Contractor will require, and ensure, that its Grantees are acting in compliance with State law."

Contractor shall require its Grantees to collect and share specific information with DYD and County's contractors for program

administration and evaluation, data analysis and outcome tracking purposes which includes the following participant data.

Descriptive statistics and sociodemographic characteristics of clients; and

Impact of participation on relevant client outcomes, including protective factors; and

Client satisfaction, which may be measured through quantitative or qualitative methods depending on the program and type of services offered.

Target population was reached, which includes, but is not limited to the following participant data for all Grantee program participants:

- Agency Name
- Type of Service
- Program Start Date (if applicable)
- Program End Date (if applicable)
- Age
- Race/Ethnicity
- Gender Identity
- Service Area Zip Code (area where services are provided)

Required additional 1-3 self-reported data elements in order to adequately assess each Grantee's program effectiveness at reducing juvenile crime and delinquency (as finalized with DYD and the JJCPA Evaluator).

2.8.2 Participation in services represented as dosage/intensity of services, such as frequency that youth are seen, duration of services or duplicated and unduplicated youth served counts; or

2.8.3 Participant satisfaction which may be measured through quantitative or qualitative methods.

2.8.4 Expected and actual number of youth participants, which shall include, but is not limited to:

- Program projections of number of youth to be served;
- Number of unique youth participants served including new, continuing, and rollover youth; or

- Number of times a single youth participates in services/activities
- 2.8.5 Program participation status; at the end of the funded Fiscal Year, status of each participant served by Grantees: completed, did not complete and reason or in progress as defined in each Grantee's grant agreement.
- 2.8.6 Unduplicated and duplicated counts of youth served (by, for example, ethnicity, age, gender, service area zip code).
- 2.8.7 Relevant youth outcomes shall be based on the design and goals of the program as finalized with DYD and the JJCPA Evaluator. Program design shall be informed by the Positive Youth Development Framework and the County's Youth Justice Reimagined work, aligned with JJCC categories under as stated under Section 2.1 of the Statement of Work. The Positive Youth Development Framework includes academic/cognitive development, social-emotional development, physical health, mental health, and identity. Outcomes may vary by program, but shall include change in positive youth development, relational ties, personal well-being, academic achievement, employment, behavioral health, life skills, behavioral problems, relationships, or housing.
- 2.9 The Contractor shall ensure service locations align with target population catchment areas.
- 2.10 The Contractor shall ensure awarded Grantees are culturally competent, reflect the ethnic, racial, and geographical diversity of the service area; and, have experience providing services to at-risk and juvenile justice involved youth and families in the contracted catchment area.
- 2.11 The Contractor shall identify and distribute funding to Grantees in communities that are low-income, communities of color.
- 2.12 The Contractor shall partner with the County of Los Angeles to align services in intersecting areas where there is an inter-related root cause (i.e., the education system, health disparities, trauma, poverty) to leverage other resources and combine coordinated efforts.
- 2.13 Within three (3) months of execution of the Contract, the Contractor shall develop implementation plans for services in consultation with County.
- 2.14 Once grantees have been awarded, Contractor shall provide a report regarding the process for grantee identification, selection and grant

distributions to Grantees, reflecting category of service provided (as outlined in Section 2.1 of this Statement of Work) and names of Grantees awarded, as approved by the County. Reports shall include the following:

- 2.14.1 Number of applications received;
  - 2.14.2 Number of grants funded;
  - 2.14.3 Reasons for rejection of programs that were not selected;
  - 2.14.4 Amount of funding provided to each Grantee;
  - 2.14.5 Information based on Grantee focus (e.g., geography, including Supervisorial District, Service Planning Area and specific catchment areas served, type of services provided, organizational capacity [years in operation, size of annual budget, number of staff], or target population served);
  - 2.14.6 The Contractor shall collect and provide to the County, a quarterly spending report regarding Grantee expenses by approved budget categories (to ensure that indirect stays at a max of 15% of the total contract amount and expenses are in alignment with budget categories).
- 2.15 The Contractor shall collect program evaluation measures to evaluate the impact of Grantees.
- 2.15.1 Within 90 days after execution of the contract, the Contractor is to work with DYD and the JJCPA Evaluators to develop a plan for program data collection and evaluation. The plan shall be developed to include those outcomes related to reducing crime and delinquency in Los Angeles County.

The plan should detail participant and program activities data to be collected and evaluation methods that will demonstrate the impact of services on participant outcomes as they relate to positive youth development outcomes such as:

- Housing security
- Achieving education and/or employment goals
- Meeting legal obligations (e.g., obtaining legal representation and assistance, appearing in court, reporting to probation/parole officers)
- Skills and knowledge attainment

- Agency, autonomy, and self-directedness
- Healthy relational ties/relationships
- Community/civic engagement
- Strengthened spirituality
- Hope, happiness, and creativity

Further, the plan should ensure that data and evaluation methods satisfactorily address recommendations made by the State Auditor's Report of May 2020 and shall preserve the privacy of program participants through confidentiality protections and data use provisions and strict data retention/chain of custody provisions.

In the event that the State revises existing law regarding the collection of client-specific data for JJCPA program participants, including, but not limited to, California Government Code 30061 or California Welfare and Institutions Code section 749.22, the County reserves the right, in its sole discretion, to amend this Statement of Work. The amendment shall be effective upon execution of the next extension option and not be applied retroactively. The purpose of the amendment would be to ensure compliance by both parties with changes in the law, potentially resulting in additional duties and/or responsibilities for the County, the Contractor, and its Grantees in regard to data collection on program participants. As such, the list of data elements required to be collected by Grantees may increase, or decrease, in accordance with these changes to the law and subsequent amendments to this Contract and as approved by DYD in their role supporting evaluation. Contractor will require, and ensure, that its Grantees are acting in compliance with State law."

Contractor shall require its Grantees to collect and share specific information with DYD and County's contractors for program administration and evaluation, data analysis and outcome tracking purposes which includes the following participant data.

Descriptive statistics and sociodemographic characteristics of clients; and

Impact of participation on relevant client outcomes, including protective factors; and



Client satisfaction, which may be measured through quantitative or qualitative methods depending on the program and type of services offered.

Target population was reached, which includes, but is not limited to the following participant data for all Grantee program participants:

- Agency Name
- Type of Service
- Program Start Date (if applicable)
- Program End Date (if applicable)
- Age
- Race/Ethnicity
- Gender Identity
- Service Area Zip Code (area where services are provided)

Required additional 1-3 self-reported data elements in order to adequately assess each Grantee's program effectiveness at reducing juvenile crime and delinquency (as finalized with DYD and the JJCPA Evaluator).

- 2.15.2 Participation in services represented as dosage/intensity of services, such as frequency that youth are seen, duration of services or duplicated and unduplicated youth served count; or
- 2.15.3 Participant satisfaction which may be measured through quantitative or qualitative methods.
- 2.15.4 Expected and actual number of youth participants, which shall include, but is not limited to:
  - Program projections of number of youth to be served;
  - Number of unique youth participants served including new, continuing, and rollover youth; or
  - Number of times a single youth participates in services/activities
- 2.15.5 Program participation status; at the end of the funded Fiscal Year, status of each youth served by Grantees: completed, did not complete and reason or in progress as defined in each Grantee's grant agreement.

- 2.15.6 Unduplicated and duplicated counts of youth served (by, for example, ethnicity, age, gender, service area zip code).
- 2.15.7 Relevant youth outcomes shall be based on the design and goals of the program as finalized with DYD and the JJCPA Evaluator. Program design shall be informed by the Positive Youth Development Framework and the County's Youth Justice Reimagined work, aligned with JJCC categories under as stated under Section 2.1 of the Statement of Work. The Positive Youth Development Framework includes academic/cognitive development, social-emotional development, physical health, mental health, and identity. Outcomes may vary by program, but shall include change in positive youth development, relational ties, personal well-being, academic achievement, employment, behavioral health, life skills, behavioral problems, relationships, or housing.
- 2.16 The Contractor shall use quantitative and qualitative data to monitor program performance, report program progress, and highlight benefits and participants and submit to DYD on a quarterly basis as listed below by the 60<sup>th</sup> day following the last month of the quarter. The report format and content is subject to final County review and approval.
  - 2.16.1 Quantitative data by identified timeframe, includes but is not limited to the following:
    - 2.16.1.1 Sociodemographic characteristics of communities where Grantees are located by Supervisorial District and Service Planning Area (e.g., indicators of race/ethnicity, income, socioeconomic status) to be provided at the beginning and end of each fiscal year.
    - 2.16.1.2 Descriptions of funding opportunities applied to advance services to benefit the field of youth development/juvenile justice (refer to Section 2.21).
    - 2.16.1.3 Partnerships and collaborations leveraged to enhance/advance services to the populations being served.
    - 2.16.1.4 Types of services offered by Grantees (by geography, including Supervisorial District, Service Planning Area and specific catchment areas served, type of services provided).
    - 2.16.1.5 Within 90 days after execution of the contract, the Contractor is to work with DYD and the JJCPA

Evaluators to develop a plan for program data collection and evaluation. The plan shall be developed to include those outcomes related to reducing crime and delinquency in Los Angeles County.

The plan should detail participant and program activities data to be collected and evaluation methods that will demonstrate the impact of services on participant outcomes as they relate to positive youth development outcomes such as:

- Housing security
- Achieving education and/or employment goals
- Meeting legal obligations (e.g., obtaining legal representation and assistance, appearing in court, reporting to probation/parole officers)
- Skills and knowledge attainment
- Agency, autonomy, and self-directedness
- Healthy relational ties/relationships
- Community/civic engagement
- Strengthened spirituality
- Hope, happiness, and creativity

Further, the plan should ensure that data and evaluation methods satisfactorily address recommendations made by the State Auditor's Report of May 2020 and shall preserve the privacy of program participants through confidentiality protections and data use provisions and strict data retention/chain of custody provisions.

In the event that the State revises existing law regarding the collection of client-specific data for JJCPA program participants, including, but not limited to, California Government Code 30061 or California Welfare and Institutions Code section 749.22, the County reserves the right, in its sole discretion, to amend this Statement of Work. The amendment shall be effective upon execution of the next extension option and not be applied retroactively. The purpose of the amendment would be to ensure compliance by

both parties with changes in the law, potentially resulting in additional duties and/or responsibilities for the County, the Contractor, and its Grantees in regard to data collection on program participants. As such, the list of data elements required to be collected by Grantees may increase, or decrease, in accordance with these changes to the law and subsequent amendments to this Contract and as approved by DYD in their role supporting evaluation. Contractor will require, and ensure, that its Grantees are acting in compliance with State law.”

Contractor shall require its Grantees to collect and share specific information with DYD and County’s contractors for program administration and evaluation, data analysis and outcome tracking purposes which includes the following participant data.

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Impact of participation on relevant client outcomes, including protective factors; and

Client satisfaction, which may be measured through quantitative or qualitative methods depending on the program and type of services offered.

Target population was reached, which includes, but is not limited to the following participant data for all Grantee program participants:

- Agency Name
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- Program Start Date (if applicable)
- Program End Date (if applicable)
- Age
- Race/Ethnicity
- Gender Identity
- Service Area Zip Code (area where services are provided)

Required additional 1-3 self-reported data elements in order to adequately assess each Grantee’s program effectiveness at reducing juvenile crime and

delinquency (as finalized with DYD and the JJCPA Evaluator).

- 2.16.1.6 Participation in services represented as dosage/intensity of services, such as frequency that youth are seen, duration of services or duplicated and unduplicated youth served count; or

Participant satisfaction, which may be measured through quantitative or qualitative methods

Expected and actual number of youth participants, which shall include, but is not limited to:

- Program projections of number of youth to be served;
- Number of unique youth participants served including new, continuing, and rollover youth; or
- Number of times a single youth participates in services/activities

- 2.16.1.7 Program participation status, at the end of the funded Fiscal Year, status of each youth served by Grantees: completed, did not complete and reason or in progress as detailed in each grant agreement.

- 2.16.1.8 Unduplicated and duplicated counts of youth served (by, for example, ethnicity, age, gender, zip code of residence).

- 2.16.1.9 Relevant youth outcomes shall be based on the design and goals of the program as finalized with DYD and the JJCPA Evaluator. Program design shall be informed by the Positive Youth Development Framework and the County's Youth Justice Reimagined work, aligned with JJCC categories under as stated under Section 2.1 of the Statement of Work. The Positive Youth Development Framework includes academic/cognitive development, social-emotional development, physical health, mental health, and identity. Outcomes may vary by program, but shall include change in positive youth development, relational ties, personal well-being, academic achievement, employment, behavioral

health, life skills, behavioral problems, relationships, or housing.

2.16.2 Qualitative data by identified timeframes may include, but is not limited to the following:

2.16.2.1 Summaries of marketing and outreach efforts, including efforts to elicit applications and share information about contracted services (refer to Sections 2.21, 2.22 of this Statement of Work).

2.16.2.2 Descriptions of efforts to support community mobilization and develop strategic partnerships and initiatives (refer to Section 2.20 of this Statement of Work).

2.16.2.3 Descriptions of collaborations made between the County, grantees, and the community (refer to Section 2.20 of this Statement of Work).

2.16.2.4 Descriptions of any Contracts cancelled due to a Grantee's failure to meet administrative and programmatic requirements (refer to Section 2.17 of this Statement of Work).

2.17 The Contractor shall conduct administrative and programmatic reviews annually to ensure Grantees remain in compliance with grant agreement requirements. The Contractor shall formally document administrative and programmatic deficiencies and provide the County with a copy of their findings within thirty (30) days of review.

2.18 The Contractor shall cancel Contracts when Grantees fail to meet administrative and programmatic requirements including performance outcomes using result-based accountability.

2.19 The Contractor shall leverage outside public and philanthropic funding, influence, and expertise, and utilize its existing connections and opportunities as appropriate to promote additional investments in services to benefit the field of youth development/juvenile justice.

2.20 The Contractor shall provide community mobilization and establish strategic partnerships.

2.21 The Contractor shall support collaborations between County, Grantees, and the community to increase service utilization and make improvements to ensure service efficacy.

- 2.22 The Contractor shall provide marketing using multiple platforms such as social media, digital and print communications, and storytelling to advance the field of positive youth development.
- 2.23 The Contractor shall publicize new services through the use of any of these mediums - blogs, newsletters, press releases, social media, annual reporting, etc. - to educate stakeholders, the community, and potential funders.
- 2.24 The Contractor shall attend Juvenile Justice Crime Prevention Act (JJCPA) and ad-hoc meetings with the Program Manager as requested by the County's representatives. The County will make every effort to provide reasonable prior notice.
- 2.25 The Contractor shall produce annual reports that indicate the level and type of services rendered by the awarded Grantees. The report format and content are subject to final County review and approval, three months prior to Report finalization.
- 2.26 The Contractor shall produce informational reports quarterly that indicate the level and type of services rendered for the County. The report format and content is subject to final County review and approval, one month prior to Report finalization.
- 2.27 The Contractor shall include the following language in Grantee agreements:

**2.27.1 Background and Security Investigations**

Background and security investigations of the Grantee staff are required as a condition of beginning and continuing work under a grant agreement. The cost of background checks is the responsibility of the Contractor. The Grantee shall be responsible for the ongoing implementation and monitoring of Subparagraphs 2.27.1.1 through 2.27.1.6. On at least a quarterly basis, the Grantee shall report, in writing, monitoring results to the Contractor, indicating compliance or problem areas. The Contractor shall provide Grantee monitoring results to the County on at least a quarterly basis.

- 2.27.1.1 The Grantee shall submit the names of the Grantee's employees to the Contractor prior to the employee starting work on a grant agreement. The Grantees shall provide names of Grantee's employees to the

County to schedule appointments to conduct background investigation/record checks based on fingerprints of the Grantee's employees. The County shall have the right to conduct background investigations of the Grantee's employees at any time. **The Grantee's employees shall not begin work on a grant agreement before receiving written notification of clearance from the County.**

2.27.1.2 No personnel employed by the Grantee for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

2.27.1.3 The County reserves the right, in its sole discretion, to preclude Grantee from employment or continued employment of any individual performing services under a grant agreement.

2.27.1.4 No Grantee staff providing services under a grant agreement shall be on active probation or parole.

2.27.1.5 The Grantee staff performing services under a grant agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

2.27.1.6 Because the County is charged by the State for checking the criminal records of the Grantee's employees; the County shall bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

2.28 The Grantee shall ensure that by the first day of employment, all persons working a grant agreement have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Grantee shall retain the original CORI form and forward a copy to the Contractor within five (5) business days of start of employment. Contractor shall provide a copy to County within ten (10) business days.** The CORI form is Exhibit U (Confidentiality of CORI Information).



2.29 The Contractor shall have the following outcome:

One hundred percent (100%) of selected Grantees shall have an executed grant agreement within five and a half (5 1/2) months from Contractor's receipt of grantee funding from Probation.

### **3.0 QUALITY CONTROL PLAN**

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the proposal. The original plan and any amendments are subject to County review and approval, and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed in Exhibit V, (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the contract.
- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods for maintaining security of records and prevent the loss or destruction of data.

### **4.0 QUALITY ASSURANCE PLAN**

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

reported to the Board of Supervisors. The report will include all remedial actions taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V, (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

#### **4.1 Performance Evaluation Meetings**

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract if the County's Program Manager determines it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.

4.3 The County shall have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the requested of the County's Program Manager.

#### **4.4 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time mutually agreed upon by the County and the Contractor.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall issue as referenced in Exhibit R, (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

## **4.5 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **5.0 DEFINITIONS**

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit V, (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform Contractor of substandard service.
- 5.3 Contract Start Date – The date the Contractor begins work in accordance with the terms of the Contract.
- 5.4 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.5 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.6 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and County's Program Manager.
- 5.7 County's Program Manager – Person designated by the County to manage the operations under this Contract.
- 5.8 Grantee – a community-based organization that is awarded JJCPA funding by the Contactor to provide services as required in a fully executed grant agreement. Grantee(s) shall be considered separate and apart from the definition of a "Subcontractor" As a result, terms under the Contract that apply to Subcontractors will not apply to Grantees.

- 5.9 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.10 Performance Requirements Summary (PRS) – The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.11 Quality Assurance Plan – The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.12 Quality Control Plan – All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.
- 5.13 Subcontractor – Any person, entity, or organization to which the Contractor has delegated any of its obligations hereunder in accordance with the Contract, Paragraph 8.40 "Subcontracting".

## **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **6.1 Personnel**

The County will administer the Contract according to Paragraph 6, Administration of Contract – County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

#### **6.2 Intentionally Omitted**

## **CONTRACTOR**

### **6.3 Project Director**

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director and clearly identify the person in the proposal. The Project Director/authorized agent shall be available for telephone contact between 8:30 a.m. and 5:00 p.m., PT, Monday through Friday, excluding the County holidays. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.
- 6.3.2 When Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.
- 6.3.3 The Project Director shall have requisite experience and provided the required or similar services for a minimum of three (3) years' experience within the last five (5) years, hold a bachelor's degree in education, criminal justice, administration of justice, psychology, sociology, or a related field.
- 6.3.4 The Project Director/authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, spell, speak and understand English.
- 6.3.5 The Project Director shall be available between 8:30 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director/authorized agent and any replacement recommended by the Contractor.

### **6.4 Personnel**

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve all staff prior to assignment.

- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is Exhibit U, (Confidentiality of CORI Information).
- 6.4.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.4.4 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.5 The County reserves the right to have the County's Program Manager or a designated alternate, interview all prospective employees of the Contractor.
- 6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor shall provide the County's Program Manager and County's Contract Manager or her designee with a current list of employees and keep this list updated during the Contract period.
- 6.4.8 The Contractor shall not employ any person under the age of twenty-one (21) years unless the Contractor receives written approval by the County.

**6.5 Intentionally Omitted**

**6.6 Intentionally Omitted**

**6.7 Intentionally Omitted**

**6.8 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed

during the hours of 8:30 a.m. to 5:00 p.m., PT, Monday through Friday, by at least one employee who will respond to inquiries and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall receive calls.

## **7.0 HOURS/DAYS OF WORK**

The Contractor shall provide the contracted services during each of the twelve (12) months.

## **8.0 INTENTIONALLY OMITTED**

## **9.0 UNSCHEDULED WORK**

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

## **10.0 INTENTIONALLY OMITTED**

## **11.0 INTENTIONALLY OMITTED**

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the Statement of Work (SOW), and are not meant to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In the event of an apparent inconsistency between services as stated in the Contract, SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service appears to be created in the PRS which is not clearly set forth in the Contract and the SOW, that service will be null and void and place no obligation on the Contractor.

12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit V, (Performance Requirements Summary Chart), summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance by the County, and liquidated damages to be imposed for substandard performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V, (Performance Requirements Summary Chart), or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.

12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:

12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specific steps to return performance to an acceptable level, and the monitoring methods to prevent recurrence.

12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.

12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.

12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of contract and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

This subparagraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business days' written notice with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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**California Community Foundation**  
**BUDGET SHEET FOR FISCAL INTERMEDIARY SERVICES**

<b>Direct Costs</b>				
Personnel	Annual Salary	FTE	Annual Cost to Project	
Program Officer, Youth Development	\$ 108,150.00	80%	\$ 86,520.00	
Program Associate, Youth Development/Education	\$ 68,250.00	80%	\$ 54,600.00	
Program Manager, Education Research & Special Projects	\$ 85,600.00	80%	\$ 68,480.00	
Senior Compliance and Operations Officer	\$ 140,000.00	35%	\$ 49,000.00	
Senior Program Officer, Education	\$ 130,000.00	20%	\$ 26,000.00	
Compliance Analyst	\$ 80,000.00	35%	\$ 28,000.00	
Grant Accountant	\$ 80,000.00	35%	\$ 28,000.00	
			Total Salaries and Wages	\$ 340,600.00
Employee Benefits and Payroll Tax		33%		
			Total Benefits and Payroll	\$ 112,398.00
Non-Personnel Direct Costs				
Meeting Expenses			\$ 15,381	
Background Checks			\$ 10,045	
Communications			\$ 13,876	
Supplies and Equipment			\$ 7,700	
			Total Direct Program Costs	\$ 47,002
			Total Direct Cost	\$ 500,000.00
<b>Indirect Costs</b>				
Flat Rate 5% of Contract Award			\$ 250,000.00	
Total Administrative Direct and Indirect Costs (15%)			\$ 750,000.00	
Administrative Monthly Cost			\$ 62,500.00	
Subcontractor Direct Program Costs (10% of grant award)				
Evaluation Partner			\$ 450,000.00	
Financial Analyst and TA Provider			\$ 50,000.00	
			Total Subcontractor Direct Program Costs	\$ 500,000.00
Direct Grants to Community Service Providers (75% of grant award)				
			Total Direct Grants	\$ 3,750,000.00
			Total Grant Award	\$ 5,000,000.00

**INTENTIONALLY OMITTED**

**PROPOSER'S EEO CERTIFICATION**California Community Foundation

Company Name

221 S. Figueroa Street, Suite 400 Los Angeles, CA 90012

Address

95-3510055

Internal Revenue Service Employer Identification Number

**GENERAL**

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

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Dr. Tina R. WalkerDigitally signed by Dr. Tina R. Walker  
Date: 2022.02.01 10:35:43 -08'00'

Signature

1 February 2022

Date

Tina R Walker, Vice President of Human Resources & Administration

Name and Title of Signer (please print)

**COUNTY'S ADMINISTRATION**

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

**COUNTY'S CONTRACT MANAGER:**

Name: Latasha Howard  
Title: Director, Contracts and Grants Management Division  
Address: 9150 East Imperial Highway  
Downey, California 90242  
Telephone: 562-940-2728 Facsimile: 562-658-2307  
E-Mail Address: Latasha.Howard@probation.lacounty.gov

**COUNTY'S PROGRAM MANAGER:**

Name: Sharon Harada  
Title: Bureau Chief  
Address: 9150 East Imperial Highway  
Downey, California 90242  
Telephone: 562-940-2506  
E-Mail Address: Sharon.Harada@probation.lacounty.gov

**COUNTY'S CONTRACT MONITOR:**

Name: René Francis  
Title: Fiscal Officer I  
Address: 5555 Ferguson Drive, Ste. 3104  
Commerce, California 90022  
Telephone: 323-659-6808  
E-Mail Address: Rene.Francis@probation.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** \_\_\_\_\_**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT DIRECTOR:** \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

**Notices to Contractor shall be sent to the following:**

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

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

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

\_\_\_\_\_

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

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

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

**INTENTIONALLY OMITTED**

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

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

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

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

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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



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

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

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

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

## **SAFELY SURRENDERED BABY LAW**

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

[BabySafeLA.org](http://BabySafeLA.org)

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
BabySafeLA.org

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names







## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.



**INTENTIONALLY OMITTED**

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

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

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

**OR**

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

---

Signature

---

Date

---

Name and Title of Signer (please print)

**INTENTIONALLY OMITTED**



COUNTY OF LOS ANGELES  
 PROBATION DEPARTMENT - ADMINISTRATIVE BUREAU  
 9150 East Imperial Highway  
 Downey, CA 90242

### BACKGROUND REQUEST FORM

Email form to: [Vivian.Gonzalez@probation.lacounty.gov](mailto:Vivian.Gonzalez@probation.lacounty.gov)



Requesting Agency: \_\_\_\_\_

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

City and Zip Code: \_\_\_\_\_

Agency Contact Person: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

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

Lead Agency (if Different): \_\_\_\_\_

#### LIVE SCAN SCHEDULE:

Monday & Friday: 8:30 AM - 11:30 AM & 1:00 PM - 4:00 PM

Appointments are held every 15 minutes

**Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.**

**Please have applicant arrive on time.**

Completed by Requesting Agency					Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Appointment Date	Appointment Time

#### Instructions to Applicants:

1. Prior to the background interview, please complete the application in black or blue ink.
2. Please bring a valid photo identification (Example: California Driver's License or Identification Card)

# CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

Signature of County Representative

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

---

Signature of Contractor Representative

Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

---

Signature of County Representative

Date \_\_\_\_\_

**COUNTY ACTIONS:** \_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER**

I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

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

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

ACKNOWLEDGED AND RECEIVED:

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

DATE: \_\_\_\_\_

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

Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s).

Copy must be forwarded by Contractor(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

## Defaulted Property Tax Reduction Program

**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Date

Copy to be forwarded to Probation Program Manager within five (5) business days of start of employment.



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0 (Scope of Work) of Appendix A (Statement of Work)	100% adherence to County requirements	4%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> <li>- Information from Contractor Reports</li> </ul>	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Appendix A (Statement of Work)	100% adherence to County requirements	4%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	\$100 per day until rectified
The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Appendix A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
Personnel assigned to provide service under this Contract shall be fingerprinted prior to providing services pursuant to Subparagraph 7.5.1 of the Sample Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Sample Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
The Contractor shall reimburse the County for record check pursuant to Subparagraph 7.5.6 of the Sample Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or Judgmental Samplings</li> </ul>	Up to \$100 per occurrence
The Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Sample Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from the Contractor Reports</li> </ul>	\$100 per day until rectified

January 23, 2024

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

Dear Supervisors:

**APPROVAL TO ACCEPT A GRANT AWARD FROM CALIFORNIA DEPARTMENT  
OF PARKS AND RECREATION FOR 2023-24 OFF-HIGHWAY MOTOR VEHICLE  
RECREATION PROGRAM FOR LANCASTER SHERIFF'S STATION  
AND APPROVE AN APPROPRIATION ADJUSTMENT  
(FIFTH DISTRICT) (FY 2023-24, 4-VOTES)**

**SUBJECT**

Requesting Board approval of an appropriation adjustment and authorization for the Sheriff of Los Angeles County (County) to accept the 2023 Off-Highway Motor Vehicle Recreation Grant Program (Program) grant award in the amount of \$43,661 from the State of California (State), Department of Parks and Recreation (CDPR), for the Los Angeles County Sheriff's Department (Department) Lancaster Sheriff's Station (LAN Station).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute Project Agreement Number G23-03-10-L03 (Agreement) with CDPR and accept a grant in the amount of \$43,661 for the grant period of November 19, 2023, through November 18, 2024, with a required match of \$14,566.
2. Adopt the attached Resolution authorizing the Sheriff, or his designee, as an agent for the County, to sign and submit all required grant documents, including but not limited to, applications, agreements, amendments, modifications, annual expenditure

reports, final reports, extensions, and payment requests that may be necessary for the completion of the 2023-24 Program.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply for and submit a grant application to the CDPR for the future Program Fiscal Years (FYs), when and if such future funding becomes available.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards for the Program in future FYs, if awarded by the CDPR, and execute all required grant award documents, including but not limited to, agreements, modifications, extensions, and payment requests, which may be necessary for the completion of the Program in future FYs.
5. Approve an appropriation adjustment to increase the Department's appropriation by \$59,000 (\$34,000 for Salaries and Employee Benefits, and \$25,000 for Capital Assets-Equipment) for Fiscal Year 2023-24 to be fully offset by revenue from State of California, Department of Parks and Recreation and the City of Lancaster.

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

The primary objective of the CDPR Program is to provide funding to selected law enforcement agencies to protect natural resources and enforce laws that regulate and educate the public in the use of off-highway motor vehicles (OHMV's) and associated equipment. In meeting this objective, the Department will use the grant funds and required match to implement the Department's Off-Highway Vehicle Enforcement Program (OHVEP) that will be administered by LAN Station.

LAN Station will assign sergeants and deputies responsible for identifying high-use areas where violations are more likely to occur and conducting coordinated enforcement efforts throughout the identified region. In addition to their active involvement in the project, LAN Station personnel will also collaborate with the United States Forest Service to ensure efficient and effective enforcement in high-traffic areas during weekends and holidays.

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

Approval of the recommended action is consistent with the County's Strategic Plan, Goal II.2, Identify, support, and promote practices for higher quality of life through violence reduction, enhance social cohesion, increase awareness of support and services, and better physical fitness, mental health, and well-being. Strategic implementation of this Program will mitigate the issues associated with the unsafe use of OHMV.

### **FISCAL IMPACT/FINANCING**

This is a zero net County cost grant program. LAN Station personnel assigned to the Program will ensure all OHVEP expenses incurred are fully reimbursable by the Program. Grant funds in the amount of \$19,297 will be used by LAN Station for Salaries and Employee Benefits (overtime), and \$24,364 will be used for the purchase of a “side-by-side” all-terrain vehicle. The required match of \$14,566 will be fully funded by the City of Lancaster for additional overtime. Funding for this project will be processed via budget appropriation request in the amount of \$59,000 (\$34,000 for Salaries and Employee Benefits, and \$25,000 for Capital Assets-Equipment) to be fully offset by revenue from State of California, Department of Parks and Recreation and the City of Lancaster.

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

The grant period will commence on November 19, 2023, and extend through November 18, 2024. This grant award will enable LAN Station to continue to help reduce OHMV-related accidents and environmental damage and educate the public on the lawful and responsible use of OHMVs.

Equipment and supplies funded under the Agreement will be procured in accordance with the County’s purchasing policies and procedures.

CDPR requires that the Resolution be adopted by the Board in order to execute the Agreement. In accordance with the terms of the Agreement, the Resolution stipulates that any liability arising out of the performance of the Agreement shall be the responsibility of the County.

This Board Letter has been reviewed and the Resolution has been approved as to form by County Counsel.

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

This Board letter was forwarded to the District Attorney's Office, Public Defender's Office, and Alternate Public Defender's Office for review. The District Attorney's Office did not respond. The Public Defender's Office has determined that the Program will not have significant impact on their operations. The Office of the Alternate Public Defender did not respond.

### **CONCLUSION**

Upon Board approval, please return two copies of the adopted Board letter and two signed Resolutions to the Department’s Financial Programs Bureau, Grants Unit.

The Honorable Board of Supervisors  
January 23, 2024  
Page 4

Sincerely,

ROBERT G. LUNA  
SHERIFF

RGL:JT:CM:om

(Financial Programs Bureau–Grants Unit)

c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Rene Phillips, Manager, Chief Executive Office (CEO)  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Senior Analyst, CEO  
Bryan Bell, Budget Analyst, CEO  
Dawyn R. Harrison, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
April L. Tardy, Undersheriff  
Myron R. Johnson, Acting Assistant Sheriff, Patrol Operations  
Jill Torres, Assistant Sheriff, CFAO  
Jason A. Skeen, Chief of Staff, Office of the Sheriff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Joel Barnett, Commander, Personnel Command  
Glen Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
David E. Culver, Director, Financial Programs Bureau  
Lina D. Corvera, Assistant Director, FPB  
Rene A. Garcia, Lieutenant, ASD  
Erica M. Nunes, Sergeant, ASD  
Diane Stone, Administrative Services Manager (ASM) III, FPB, Grants Unit  
Kristine D. Corrales, Deputy, ASD  
Monica Moreno, ASM I, FPB, Grants Unit  
Olivia Morales, Operations Assistant III, FPB, Grants Unit  
(Grants – OHMVR-Parks and Recreation 01-09-24)

January 23, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT  
SHERIFF'S DEPARTMENT

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2023-24  
4 - VOTES

SOURCES		USES	
SHERIFF - PATROL - SPECIALIZED AND UNALLOCATED A01-SH-88-8861-15681-15692 OFF HIGHWAY-MOTOR VEHICLE INCREASE REVENUE	44,000	SHERIFF - PATROL CLEARING A01-SH-1000-15681-15682 SALARIES & EMPLOYEE BENEFITS INCREASE APPROPRIATION	34,000
SHERIFF - PATROL - SPECIALIZED AND UNALLOCATED A01-SH-92-9317-15681-15692 CONTRACT CITIES SERVICES INCREASE REVENUE	15,000	SHERIFF - PATROL - SPECIALIZED AND UNALLOCATED A01-SH-1000-15681-15692 SALARIES & EMPLOYEE BENEFITS INCREASE APPROPRIATION	34,000
SHERIFF - PATROL CLEARING A01-SH-1357-15681-15682 S & EB EXPENDITURE DISTRIBUTION DECREASE APPROPRIATION	34,000	SHERIFF - PATROL - SPECIALIZED AND UNALLOCATED A01-SH-6030-15681-15692 CAPITAL ASSETS - EQUIPMENT INCREASE APPROPRIATION	25,000
SOURCES TOTAL	\$ 93,000	USES TOTAL	\$ 93,000

JUSTIFICATION

Reflects an increase in appropriation for Salaries & Employee Benefits (overtime) and Capital Asset-Equipment (all-terrain vehicle purchase) in the amount of \$59,000 to enable Lancaster Station to continue with the Off-Highway Motor Vehicle Recreation Program. The appropriation will be fully offset by revenue from the California Department of Parks and Recreation and the City of Lancaster.

David Culver  
Digitally signed by David Culver  
Date: 2023.12.22 12:53:44 -08'00'  
AUTHORIZED SIGNATURE      DAVID E. CULVER, BUREAU DIRECTOR

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input type="checkbox"/> APPROVED AS REQUESTED
	<input type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY _____	CHIEF EXECUTIVE OFFICER
B.A. NO. 072	DATE _____	BY _____
		DATE _____

January 23, 2024

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

Dear Supervisors:

**APPROVAL TO ACCEPT A GRANT AWARD FROM THE UNITED STATES  
DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING  
SERVICES AND APPROVE AN APPROPRIATION ADJUSTMENT  
(ALL DISTRICTS) (FISCAL YEAR 2023-24, 4-VOTES)**

**SUBJECT**

Requesting Board approval of an appropriation adjustment and authorization for the Sheriff of Los Angeles County (County) to accept a grant award in the amount of \$175,000 from the United States Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) for the grant period of October 1, 2023, through September 30, 2024. The grant is available to all city and county law enforcement agencies employing peace officers as described in Section 830.1 of the California Penal Code. The grant will be used by the County Sheriff's Department (Department) to develop and test creative approaches to prevent crime and promote safety in the communities served by the Department.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept the grant award, in the amount of \$175,000, with no match requirement for the grant period of October 1, 2023, through September 30, 2024.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including but not limited to,



applications, agreements, modifications, extensions, annual expenditure reports, final reports, and payment requests, which may be necessary for the completion of the grant.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply for and submit a grant application to the DOJ for the COPS grant in future Fiscal Years (FYs), and to execute all required grant application documents.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards for the grant in future FYs, if awarded by the DOJ, and execute all required grant award documents, including but not limited to, agreements, modifications, extensions, annual expenditure reports, final reports, and payment requests, which may be necessary for the completion of the grant.
5. Approve an appropriation adjustment to increase the Department's Services and Supplies appropriation by \$175,000 for Fiscal Year 2023-24 to be fully offset by revenue from United States Department of Justice, Office of Community Oriented Policing Services.

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

The purpose of the grant is to assist and encourage law enforcement agencies to develop and implement innovative community policing strategies that are mutually beneficial to the agencies and the communities they serve. Community Policing is a philosophy that supports the use of partnerships with stakeholders to address the conditions that give rise to public safety issues such as violent crime, property crime, fear of crime, and the perception of law enforcement. The Department desires to rebuild trust with the residents it serves by improving the lines of communication, seeking feedback, and exploring and implementing new policies and practices with the goal of improving the safety of residents and officers alike.

The Department will utilize the funds to solicit proposals and partner with an organization possessing experience training law enforcement agencies and responsible public stakeholders in techniques for restoring mutual trust by organizing and facilitating dialogues between community members and officers who desire to improve public and officer safety.

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

Approval of the recommended action is consistent with the County's Strategic Plan, Goal II.2.1— Reduce Violence in Communities: Develop comprehensive, place-based plans to reduce violence in high-needs communities experiencing high levels of

violence, and Goal III.1.1 – Develop Staff Through High Quality Multi-Disciplinary Approaches to Training: Implement training models that envision learning and professional growth occurring over time that includes relevant departments, academia, labor, and other stakeholders.

### **FISCAL IMPACT/FINANCING**

This is a zero net County cost grant program. All program expenses are fully reimbursable by the grant. Funding for this project will be processed via a budget appropriation request for \$175,000 to be fully offset by revenue from United States Department of Justice, Office of Community Oriented Policing Services.

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

The DOJ grant is authorized under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S. Code Section 10381 et seq. The Federal Assistance Listing Number is 16.710.

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

This award will provide the Department with the resources to begin this community-oriented culture change, demonstrate program efficacy to the Board and residents of the County, and demonstrate a proof of concept that will hopefully result in County funding to continue this type of training.

### **CONCLUSION**

Upon Board approval, please return two copies of the adopted Board letter to the Department's Financial Programs Bureau, Grants Unit.

The Honorable Board of Supervisors  
January 23, 2024  
Page 4

Sincerely,

ROBERT G. LUNA  
SHERIFF

RGL:JT:CM:rj  
(Financial Programs Bureau–Grants Unit)

- c: Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Rene Phillips, Manager, Chief Executive Office (CEO)  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Senior Analyst, CEO  
Bryan Bell, Budget Analyst, CEO  
Dawyn R. Harrison, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
April L. Tardy, Undersheriff  
Holly A. Francisco, Assistant Sheriff, Countywide Operations  
Myron R. Johnson, Acting Assistant Sheriff, Patrol Operations  
Jill Torres, Assistant Sheriff, CFAO  
Jason A. Skeen, Chief of Staff, Office of the Sheriff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
David E. Culver, Director, Financial Programs Bureau  
Lina D. Corvera, Assistant Director, FPB  
Rene A. Garcia, Lieutenant, ASD  
Erica M. Nunes, Sergeant, ASD  
Kristine D. Corrales, Deputy, ASD  
Monica Moreno, Administrative Services Manager I, FPB, Grants Unit  
Ricky Johnson, Operations Assistant III, FPB, Grants Unit  
(Grants–COPS Microgrants Program 01-23-24)

January 23, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT  
SHERIFF'S DEPARTMENT

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2023-24  
4 - VOTES

SOURCES		USES	
SHERIFF - ADMINISTRATION A01-SH-90-9031-15681-15684 FEDERAL GRANTS INCREASE REVENUE		SHERIFF - ADMINISTRATION A01-SH-2000-15681-15684 SERVICES & SUPPLIES INCREASE APPROPRIATION	
	175,000		175,000
SOURCES TOTAL		USES TOTAL	
\$ 175,000		\$ 175,000	

JUSTIFICATION

Reflects an increase in Services and Supplies appropriation in the amount of \$175,000, fully offset by grant revenue from United States Department of Justice, Office of Community Oriented Policing Services. The FY23 Microgrants - Community Policing Development grant will be used by the Sheriff's Department to develop and test creative approaches to prevent crime and promote safety in the communities served by the Department.

AUTHORIZED SIGNATURE      DAVID E. CULVER, BUREAU DIRECTOR

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

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input type="checkbox"/> APPROVED AS REQUESTED
	<input type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY _____	CHIEF EXECUTIVE OFFICER
B.A. NO. _____	DATE _____	BY _____
		DATE _____



Law Offices of the County of Los Angeles  
**ALTERNATE PUBLIC DEFENDER**

*Clara Shortridge Foltz Criminal Justice Center*  
210 West Temple Street, Suite 18-709, Los Angeles, CA 90012  
Telephone No. (213) 974-6626  
Fax No. (213) 626-3171

**ERIKA C. ANZOÁTEGUI**  
*Alternate Public Defender*

January 23, 2024

The Honorable Board of Supervisors  
County of Los Angeles  
383 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST TO AUTHORIZE THE LAW OFFICES OF THE COUNTY OF LOS ANGELES ALTERNATE PUBLIC DEFENDER TO RE-EMPLOY A RETIRED COUNTY EMPLOYEE AS A FULL TIME, PERMANENT EMPLOYEE ON AN INDEFINITE BASIS, AS A DEPUTY ALTERNATE PUBLIC DEFENDER I (ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

The Law Offices of the Alternate Public Defender (Department) request the Board's approval to return a Los Angeles County Employees Retirement Association (LACERA) member to work, thereby suspending the member's retirement benefits and returning that member to active full-time employment on an indefinite basis.

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the re-employment of Anthony Willburn (employee #511122) as a Deputy Alternate Public Defender I with full-time permanent status, in compliance with the 1937 Los Angeles County Employees Retirement Law. Upon the Board's approval, the subsequent approval of LACERA's Board of Retirement shall determine Mr. Willburn's re-employment date.

**PURPOSE/JUSTIFICATION FOR RECOMMENDED ACTION**

Mr. Willburn retired from County service on December 31, 2021, as a Judicial Assistant, SC, with the Superior Court. Consistent with the Board's Policy adopted on July 6, 1993, which allows the re-employment of retired County employees on an indefinite basis, the Department is requesting the Board's approval for the re-employment of Mr. Willburn as a Deputy Alternate Public Defender I (DAPD I), (Item #9254A, Salary Schedule 100F) at the base rate of \$8,149.45 monthly and \$97,793.40 annually.

Per his employment as a DAPD I, Mr. Willburn will be trained to legally defend the

County's indigent residents that are accused of misdemeanor crimes.

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

This requested action supports the County's Strategic Plan Goal 1: Make Investments that Transform Lives and Goal 2: Foster Vibrant and Resilient Communities.

### **FISCAL IMPACT/FINANCING**

Funding for the full-time position of DAPD I is available within the Department's Operating Budget.

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

The Los Angeles County Employees Retirement Association (LACERA) is governed by the County's Employees Retirement Law of 1937. This action complies with Government Code Section 31680.4 and 31680.5, pertaining to retired members returning to active membership.

Mr. Willburn's recent medical evaluation states that he was found suitable for employment and is able to fully perform the job duties as a DAPD I with the Department.

The Board letter has been reviewed and approved as to form by County Counsel.

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

This action will improve the Department's ability to provide its constitutionally-mandated legal defense services.

### **CONCLUSION**

Mr. Willburn will be an invaluable asset to the Department and the County. If approved, please furnish one adopted copy of this letter to the Department for further processing.

Should your staff have any questions, please contact Michael Iwanaga at [miwanaga@apd.lacounty.gov](mailto:miwanaga@apd.lacounty.gov) or at (213) 974-8246.

Respectfully submitted,

Erika C. Anzoátegui

The Honorable Board of Supervisors  
January 23, 2024  
Page 3

Alternate Public Defender

ECA:JY:MI

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

DRAFT





GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

---

HALL OF JUSTICE  
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

January 23, 2023

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE  
TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS  
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
FOR THE COUNTY VICTIM SERVICES PROGRAM  
FOR THE GRANT PERIOD OF JANUARY 1, 2024, THROUGH DECEMBER 31, 2024;  
DELEGATE AUTHORITY TO ENTER INTO, AND APPROVE OF,  
SUBRECIPIENT AGREEMENTS WITH COMMUNITY-BASED ORGANIZATIONS  
FOR THE PROVISION OF VICTIM SERVICES WITHIN THE COUNTY; AND  
APPROVE APPROPRIATION ADJUSTMENT FOR FY 2023-24  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (LADA) to complete the grant application process for continued grant funding for the California Governor's Office of Emergency Services (Cal OES), County Victim Services (XC) Program (XC Grant) for the performance period of January 1, 2024, through December 31, 2024, in the amount of \$2,296,618. The XC Grant with Subaward number XC23 06 0190 is supported with federal funds which are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 15POVC-22-GG-00708-ASSI with Assistance Listing number 16.575. Applicants are required to submit the necessary assurances and documentation with the grant application. Therefore, LADA requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor. In addition, approval of the attached appropriation adjustment for FY 2023-24 is requested to align LADA's budget with the grant award.

A Victim Services Steering Committee (VSSC) determined that \$2,043,000 of the available funds should be distributed by LADA directly to community-based organizations (CBOs) providing victim services in Los Angeles County (County) to help eliminate unmet needs and

gaps in services. County agencies also will utilize \$5,000 in XC Grant funds for the maintenance and enhancement of the Los Angeles County's Restitution Information System (LACRIS) for the collection and distribution of court-ordered victim restitution. The remaining \$248,618 will be used to fund salaries, employee benefits, and a portion of indirect cost for two LADA personnel to oversee the grant program. Indirect costs also include administration of the court-ordered victim restitution monies received for disbursement to victims.

Distribution of XC Grant funds to CBOs requires delegated authority to enter into, and approval of, subrecipient contracts. The proposed subrecipient contracts with 24 CBOs within the County are with the only organizations that are authorized by state statute (for the Domestic Violence Shelters and Rape Crisis Centers) and by the Superior Court of Los Angeles County (for the Court Appointed Special Advocates for Children Los Angeles), to perform proposed victim services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the LADA to complete the grant application process with the Cal OES, XC program for grant funds in the amount of \$2,296,618 for the grant period of January 1, 2024, through December 31, 2024.
2. Delegate authority to the District Attorney (DA), or his designee, to execute contracts with the 24 CBOs, chosen by the VSSC and approved for funding by Cal OES, for the distribution of XC Grant funds to enhance victim services in the County. The total contract amount shall not exceed \$2,043,000 and shall be fully funded by XC Grant funds. There is no Net County Cost for these contracts.
3. Delegate authority to the DA or his designee amend, execute change notices to the contracts referenced above that authorize modifications to or within budget categories within each budget, and corresponding service adjustments; allow for the rollover of unspent funds and/or redirection of funds/or corrections of errors in the contracts' terms and conditions, and terminate for convenience.
4. Delegate authority to the DA, or designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no net County cost impact to the County.
5. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Grant Subaward Certification of Assurance of Compliance form required to complete the grant application.
6. Approve the attached appropriation adjustment in the net decreased amount of \$30,000 to align the LADA's budget with the pro-rated FY 2023-24 grant award.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

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

On August 07, 2023, Cal OES released a Request for Application (RFA) for the XC Grant for the period of January 1, 2024, through December 31, 2024. As part of the application process, applicants are required to complete a Grant Subaward Certification of Assurance of Compliance form, which includes details regarding Proof of Authority from Governing Board Chair, Civil rights Compliance, Equal Employment Opportunity, Drug Free Workplace Act of 1990, California Environmental Quality Act, and Lobbying.

The purpose of the XC Grant is to provide one-time, Federal and/or State funding to 46 counties in the State of California, and the City of Los Angeles to fill gaps and unmet needs in local victim services. While in the past, Cal OES has provided grant funds directly to community-based providers of victim services, this grant specifically required the funds to first go to the grantee governmental entity and then distribute to the approved victim service providers. A multi-disciplinary VSSC required under the grant was established to identify the current gaps in service and unmet needs and then to develop a plan that would best utilize the XC Grant funds.

On October 10, 2023, the VSSC members that are comprised of representatives of the District Attorney's Office, Sheriff's Department, Department of Mental Health, Probation Department, Department of Children and Family Services – Child Protective Services, Courts, Department of Aging and Disabilities – Adult Protective Services, Pomona Police Department and CBOs, were notified of the intent to continue with all four (4) programs for the 2023 XC Grant. The plan identified four gaps in service and unmet needs that are suitable for funding with the XC Grant:

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

The first two unmet needs and gaps in service that were chosen by the VSSC to receive funding require the redistribution of XC Grant funds to CBOs.

The VSSC determined that Domestic Violence Shelters (DVSs) in the County, as defined by Welfare and Institutions Code section 18290 *et. seq.*, that also receives direct funding by Cal OES, was underfunded and that distribution of XC Grant funds to these DVSs would improve services. There are sixteen (16) DVSs in the County that fit this statutory definition. Cal OES, as the granting agency, has approved distribution of grant funds to these DVSs. The amount of XC Grant funding to be distributed to these DVSs is \$1,136,000.

The VSSC determined that Rape Crisis Centers (RCCs), as defined by Penal Code section 13837, were underfunded and that distribution of XC Grant funds to these RCCs would improve services. There are seven (7) RCCs in the County that fit this statutory definition. Cal OES, as the granting agency, has approved distribution of grant funds to these RCCs. The amount of XC Grant funding to be distributed to these RCCs is \$644,000.

The VSSC determined that Court Appointed Special Advocates for Children Los Angeles (CASA) was underfunded and that distribution of XC Grant funds to CASA would improve special advocacy services for child abuse victims. CASA's mission is to mobilize community volunteers to advocate for abused and neglected children. CASA is the only organization approved by the Superior Court of Los Angeles to provide in-court child advocates. CASA shall receive, as a subrecipient, \$263,000 in XC Grant funding.

Community-based victim service providers will receive, as subrecipients, \$2,043,000 in XC Grant funds. The LADA is fully prepared to monitor all aspects of the proposed contracts in accordance with the standards set by Cal OES and the Audit Division of the Los Angeles County Auditor Controller's Office.

The LADA will utilize \$248,618 in XC Grant funding to fund salaries, employee benefits, and a portion of indirect cost for two (2) personnel to oversee the grant program with the 24 CBOs and the remaining \$5,000 will be utilized to maintain LACRIS. Indirect costs also include administration of the court-ordered victim restitution monies received for disbursement to victims. If LADA is unable to use all of the funding, the unused portion will be reallocated in a manner to be determined by the VSSC.

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

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended action is consistent with the County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time, and Goal No. 3, Realize

Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

### **FISCAL IMPACT/FINANCING**

The LADA's application requests grant funding in the amount of \$2,296,618 and an option for a match waiver up to 100 percent which would reduce the required match from \$574,155 to \$0, for a total program cost of \$2,296,618 to be expended by December 31, 2024.

The sixteen (16) DVSs will each receive \$71,000 in XC Grant funding. The amount of XC Grant funding to be distributed to these DVS is \$1,136,000. The seven (7) RCCs will each receive \$92,000 in XC Grant funding. The amount of XC Grant funding to be distributed to these RCCs is \$644,000 and CASA will receive \$263,000.

The LADA will receive \$248,618 in XC Grant funding for Salaries, Employee Benefits, and a portion of indirect cost of two (2) personnel to oversee the grant program and monitor the contracts with the 24 CBOs and \$5,000 to fund the maintenance of LACRIS. Indirect costs also include administration of the court-ordered victim restitution monies received for disbursement to victims.

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

To align the FY 2023-24 budget with the new grant funding, approval of an appropriation adjustment is requested to decrease the Department's FY 2023-24 XC Grant budget in the amount of \$30,000. This amount represents the difference between the pro-rated FY2023-24 grant award of \$2,306,000, and the \$2,336,000 which was included in the LADA's FY 2023-24 Adopted Budget.

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

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

The 24 CBOs selected by the VSSC and approved for funding by Cal OES are the only organizations within the County that meet the criteria set forth by the VSSC and perform these essential victim services. These 24 CBOs are also the only organizations within the County that are authorized, by state statute (for the Domestic Violence Shelters and Rape Crisis Centers) and by the Superior Court of Los Angeles County (for CASA), to perform these victim services. For

the distribution of these grant funds in accordance with the VSSC plan, as mandated by Cal OES under the terms of the grant, subrecipient contracts are necessary and appropriate.

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

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

**CONCLUSION**

Each year, tens of thousands of people will become victims of violent crimes. For these victims, and the thousands of others who are the victims of lesser crimes, the physical damage, psychological trauma, and financial setbacks of the crime can shatter lives. The County and CBOs that provide victim services have a long history of collaboration to ensure that victims of crime are provided services. The XC Grant provides a welcome opportunity to fill gaps in the current provision of victim services by distributing funds to established CBOs providing victim assistance to some of the most vulnerable victims – abused children and victims of domestic violence and sexual assault. The XC Grant will also allow the County to continue maintenance and enhancement of the unified system for the collection and distribution of court-ordered victim restitution. The LACRIS will expand the number of victims served with a more effective and equitable system for the collection and distribution of court-ordered victim restitution, improving the chances that victims will receive the financial compensation to which they are entitled.

Following Board approval, it is requested that the Executive Officer of the Board return two (2) copies of the adopted Board letter and two (2) Cal OES Grant Subaward Certification of Assurance of Compliance Forms, with a wet, stamp, or electronic signature, to Ms. Melanie Rubio of LADA's Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205.

Any questions may be directed to Ms. Rubio at (213) 257-2803, or at MRubio@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN  
District Attorney

mr

Enclosures

c: Executive Officer, Board of Supervisors

The Honorable Board of Supervisors  
January 23, 2023  
Page 7

Chief Executive Officer  
County Counsel  
Auditor-Controller

October 24, 2023

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF DISTRICT ATTORNEY

**AUDITOR-CONTROLLER:**

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

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2023-24****3 - VOTES****SOURCES****USES****DISTRICT ATTORNEY**

A01-DA-1000-14030

SALARIES &amp; EMPLOYEE BENEFITS

**DECREASE APPROPRIATION****30,000****DISTRICT ATTORNEY**

A01-DA-90-8901-14030

FED AID PUBLIC ASSISTANCE PROGRAMS

**DECREASE REVENUE****30,000****SOURCES TOTAL****\$ 30,000****USES TOTAL****\$ 30,000****JUSTIFICATION**

Reflects a decrease in Salaries & Employee Benefits appropriation and a corresponding decrease in revenue from the California Governor's Office of Emergency Services (Cal OES) for federal funding through Victims of Crime Act (VOCA) for the County Victim Services Program (XC Grant). This amount represents the difference between the pro-rated FY 2023-24 grant award of \$2,306,000 and the \$2,336,000 which was included in the District Attorney's FY 2023-24 Adopted Budget.

**Lidia  
Youssef**

Digitally signed by: Lidia  
Youssef  
Date: 2023.11.02 14:35:  
25 -07'00'

**AUTHORIZED SIGNATURE**

LIDIA YOUSSEF, CHIEF OF BUDGET &amp; FISCAL

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

AUDITOR-CONTROLLER

B.A. NO. **047**☐ ACTION☒ RECOMMENDATION  
**Andrea**BY **Turner**

Digitally signed by  
Andrea Turner  
Date: 2023.11.02  
15:30:02 -07'00'

DATE **11/2/23**☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

**Rene C.  
Phillips**

Digitally signed by  
Rene C. Phillips  
Date: 2023.11.02  
16:13:06 -07'00'

DATE **11/2/23**



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

<b>Department</b>	<b>DISTRICT ATTORNEY'S OFFICE</b>
-------------------	-----------------------------------

<b>Grant Project Title and Description</b>	<b>COUNTY VICTIM SERVICES (XC) PROGRAM</b>
<p>California Governor's Office of Emergency Services (CalOES) has provided one-time (January 1, 2024 through December 31, 2024) Victim of Crime Act (VOCA) funding through an XC Grant to fill gaps in the County's provision of victim services. A Victim Services Steering Committee, chaired by the Los Angeles County District Attorney's Office (LADA), has approved the use of the funding to be distributed to 24 community-based organizations (CBOs) to improve and increase services to domestic violence victims, victims of rape and sexual assault, and child victims in Dependency Court.</p>	

<b>Funding Agency</b>	<b>Program (Fed. Grant #/State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES	PENAL CODE 13835 <i>et seq.</i>	Oct-30-2023

<b>Total Amount of Grant Funding</b>	\$2,296,618	<b>County Match</b>	\$0
<b>Grant Period</b>	<b>Begin Date:</b> January 1, 2024	<b>End Date:</b>	December 31, 2024
<b>Number of Personnel Hired Under This Grant</b>	<b>Full Time:</b> 0	<b>Part Time:</b>	2

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

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

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

**Department Head Signature**

\_\_\_\_\_  
 GEORGE GASCÓN

**Date**

12/22/2023

## Grant Subaward Certification of Assurance of Compliance

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

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1			
2			
3			
4			
5			
6			

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

### I. **Proof of Authority – SRH 1.055**

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

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

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

### III. **Equal Employment Opportunity – SRH Section 2.025**

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



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

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

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

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

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

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

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

<b>CERTIFICATION</b>			
<p>I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.</p>			
<p>Official Designee's Signature: _____</p> <p>Official Designee's Typed Name: <u>GEORGE GASCON</u></p> <p>Official Designee's Title: <u>DISTRICT ATTORNEY</u></p> <p>Date Executed: <u>10-25-23</u></p>	<p>APPROVED AS TO FORM: Dawyn R. Harrison County Counsel</p> <p>By _____ <i>EP</i> Deputy County Counsel</p>		
<b>AUTHORIZED BY:</b>			
<p>I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.</p>			
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> City Financial Officer  <input type="checkbox"/> City Manager  <input checked="" type="checkbox"/> Governing Board Chair </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> County Financial Officer  <input type="checkbox"/> County Manager </td> </tr> </table>		<input type="checkbox"/> City Financial Officer <input type="checkbox"/> City Manager <input checked="" type="checkbox"/> Governing Board Chair	<input type="checkbox"/> County Financial Officer <input type="checkbox"/> County Manager
<input type="checkbox"/> City Financial Officer <input type="checkbox"/> City Manager <input checked="" type="checkbox"/> Governing Board Chair	<input type="checkbox"/> County Financial Officer <input type="checkbox"/> County Manager		
<p>Signature: _____</p> <p>Typed Name: <u>LINDSEY P. HORVATH</u></p> <p>Title: <u>CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS</u></p> <p>Date Executed: _____</p>			



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE**

**AND**

**CASA OF LOS ANGELES**

**FOR**

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

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- D County's Administration
- E Subrecipient's Administration
- F INTENTIONALLY OMITTED
- F1 Subrecipient Acknowledgement and Confidentiality Agreements
- F2-F3 INTENTIONALLY OMITTED
- G Safely Surrender Baby Law
- H Subrecipient's Annual Budget
- I Sample Invoice Format
- J Jury Service Ordinance
- K Certification of No Conflict of Interest
- L Subrecipient's EEO Certification
- M Internal Revenue Service Notice 1015
- N Charitable Activities Compliance
- O Defaulted Tax Property Reduction Program



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

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

**RECITALS**

**WHEREAS**, the U.S. Department of Justice (“DOJ”) and the California Governor’s Office of Emergency Services (“Cal OES”), who are collectively the “Grantor,” through the Victims of Crime Act (“VOCA”) Victim Assistance Formula Grant Program (“Grant”) 15POVC-23-GG-00432-ASSI for VOCA23, with Assistance Listing (AL) number 16.575, Subaward number XC23 06 0190, have provided financial assistance to the County in the amount of \$2,296,618 (“Grant Funds”) to fund the County Victim Services (XC) Grant Program (“XC Grant”) for the grant performance period January 1, 2024, through December 31, 2024, such XC Grant having been accepted by the Los Angeles County Board of Supervisors; and

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

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

**WHEREAS**, Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System were identified by the VSSC, and approved by Cal OES in the XC Grant application submitted by the County, as victim service providers in need of additional funding to fill unmet needs/gaps in service; and

**WHEREAS**, the Subrecipient is a provider of Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System located in the County of Los Angeles that has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to provide such services and VOCA matching funds as more fully set forth in this Agreement and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the County and the Subrecipient each desires to execute this Agreement as authorized by the Board of Supervisors;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, D, E, F1, G, H, I, J, K, L, M, N, and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

### **Exhibits:**

- A Statement of Work
- B INTENTIONALLY OMITTED
- C INTENTIONALLY OMITTED
- D County's Administration
- E Subrecipient's Administration
- F INTENTIONALLY OMITTED
  - F1 Subrecipient Acknowledgement and Confidentiality Agreements
  - F2-F3 INTENTIONALLY OMITTED
- G Safely Surrender Baby Law
- H Subrecipient's Program Budget
- I Sample Invoice Format
- J Jury Service Ordinance
- K Certification of No Conflict of Interest
- L Subrecipient's EEO Certification
- M Internal Revenue Service Notice 1015
- N Subrecipient's Charitable Activities Compliance
- O Defaulted Tax Property Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 9.1 – Changes and Amendments of Terms and signed by both parties.

## **2.0 DEFINITIONS**

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

### **2.1 INTENTIONALLY OMITTED**

**2.2 SUBRECIPIENT:** A Proposer who has entered into a contract with the County to perform work described in the contract and Statement of Work.

**2.3 SUBRECIPIENT PROJECT MANAGER:** The individual designated by the Subrecipient to administer the Contract operations after the Contract award.

**2.4 COUNTY CONTRACT ADMINISTRATOR (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.

**2.5 COUNTY CONTRACT PROGRAM MONITOR (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.

**2.6 COUNTY CONTRACT SECTION MANAGER:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.

**2.7 DAY(S):** Calendar day(s) unless otherwise specified.

**2.8 DEPARTMENT OR DISTRICT ATTORNEY:** The Los Angeles County District Attorney or his designee.

### **2.9 INTENTIONALLY OMITTED**

**2.10 FISCAL YEAR (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.11 PARTICIPANT:** A child in Dependency Court who receives services under this Contract.

### **2.12 INTENTIONALLY OMITTED**

**2.13 SERVICE PERIOD:** The time of the signing of this contract by both parties through December 31, 2024.

**2.14 INTENTIONALLY OMITTED**

**2.15 STATEMENT OF WORK (SOW):** A written description of tasks and/or deliverables to be provided by Subrecipient under this Contract.

**2.16 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.

**3.0 WORK**

**3.1** Pursuant to the provisions of this Contract, the Subrecipient shall fully perform all necessary activities involved in providing of Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System as set forth in Exhibit A, Statement of Work – Court-Appointed Volunteer Advocates, and this Contract as set forth herein.

**3.2** If Subrecipient provides any task, deliverable, service, or other work to County that utilizes other than approved Subrecipient Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Subrecipient for which Subrecipient shall have no claim whatsoever against County.

**3.3** Subrecipient shall initiate and complete deliverables and milestones within the applicable time frame after receipt of approval for such tasks from the County. The County and Grantor may grant extensions to the time of performance for specific deliverables or milestones at its sole discretion. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the County. All extension requests must be approved by the County and the Grantor in writing during the term of this Agreement to be effective.

**4.0 TERM OF CONTRACT**

**4.1** This Contract is effective when both parties sign this Contract. This Contract shall expire on December 31, 2024 unless sooner terminated, in whole or in part, as provided herein.

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

**4.3** INTENTIONALLY OMITTED

**4.4** Subrecipient shall not charge participants any fees/cost for any services provided to the participant under this Contract.

## **5.0 CONTRACT SUM/COMPENSATION**

**5.1** The XC Program Court-Appointed Volunteer Advocates subrecipient amount is \$263,000 for VOCA23 with a required VOCA match of 25 percent of the grant award – \$65,750 with an option for a match waiver up to 100 percent which would reduce the required match to \$0 – to be provided by the Subrecipient in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook [2023 Subrecipient Handbook \(ca.gov\)](https://www.caloes.ca.gov/Portals/0/documents/2023_Subrecipient_Handbook_(ca.gov).pdf) and this Agreement. The County shall not be liable for any expenses not allowed by Cal OES. Subrecipient shall comply with any additional requirements set by the Cal OES. The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the XC Program change, the County may change the maximum amount as set forth by amendment to this Contract.

### **5.2 INTENTIONALLY OMITTED**

**5.3** The Subrecipient shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Subrecipient's duties, responsibilities, or obligations, or performance of same by any entity other than the Subrecipient, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

### **5.4 INTENTIONALLY OMITTED**

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

## **5.6 INVOICES AND PAYMENTS**

**5.6.1** Reimbursement requests must be submitted to the County on a monthly basis for expenses that were incurred in the previous month, accompanied by supporting documentation. Subrecipient shall invoice County no later than 15 days after the month service was rendered, using the XC Report of Expenditures and Request for Funds, and Supporting Documents Checklist, which shall be provided to the Subrecipient by the County.

**5.6.2** Invoices under this Contract shall be submitted to the XC Grant Administrative Coordinator.

Subrecipient shall prepare, maintain, and provide to the XC Grant Administrative Coordinator, via email, the completed Report of Expenditures and Request for Funds form (signed by Subrecipient's Executive Director, or equivalent), along with the Supporting Documents Checklist form and all supporting documentation relating to both expenditures and the VOCA programmatic match, including, but not limited to, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement and the required VOCA programmatic match, no later than 5:00 PM on the 15<sup>th</sup> day of the subsequent month. All such supporting documentation shall satisfy applicable federal, state and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the County will not reimburse the Subrecipient for any costs incurred for such preparation.

The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.

The County will notify Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to Subrecipient for revision and shall be accepted by the County when such forms are accurate and complete. All invoices must be signed by an officer of the Subrecipient under penalty of perjury that the information submitted is true and correct.

**5.6.2.1** Subrecipient and the County have previously completed a mutually approved Budget attached hereto as Exhibit H and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Subrecipient shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. It is understood that the County makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the County. The Contract may be terminated immediately upon written notice to the Subrecipient of a loss or reduction of federal grant funds.

**5.6.2.2** The County shall disburse to Subrecipient as consideration for the services to be provided by Subrecipient as set forth in this Agreement its allocated Grant amount not to exceed \$263,000 to be used solely in accordance with the Budget attached as Exhibit H. Such compensation shall be used in strict accordance with the Budget attached as Exhibit H. Subrecipient shall provide a VOCA

programmatic match in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook [2023 Subrecipient Handbook \(ca.gov\)](#) and this Agreement.

**5.6.2.3** The foregoing rate represents the total compensation and reimbursement to be paid by County to Subrecipient for all services to be performed and costs incurred by Subrecipient pursuant to this Agreement.

**5.6.2.4** The disbursement shall be on a reimbursement basis only.

**5.6.2.5** Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor guidelines and 2 CFR Part 200, interest earned on Grant Funds must be reported and returned to the County. Subrecipient will maintain records of and account for any interest earned on Grant Funds. Subrecipient shall promptly return to the County all grant funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the grant funds allocated to Subrecipient is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the County.

**5.6.2.6** Any request by Subrecipient to modify the Budget must be made in writing and must be approved in writing by the County and the Grantor during the term of this Agreement for such modification to be approved. In addition, any modifications to the Budget will only be deemed approved if Subrecipient's request for the modification is submitted to County in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the County. Subrecipient shall not expend any Grant Funds or incur any expenses that are to be reimbursed by Grant Funds in accordance with any contemplated modification of the Budget prior to such modification being approved in accordance with the provisions of this paragraph. Any of Subrecipient's expenses so incurred prior to the approval of a Budget modification, or any of Subrecipient's expenses incurred that are not in strict accordance with an approved modified Budget or are incurred after the Term of this Agreement, shall be disallowed for reimbursement by Grant Funds under this Agreement. The County and the Grantor shall have the right, in each of their sole discretions, to decline any Budget modification requests, including any such requests untimely made. Subrecipient shall not submit requests for Budget modification more than twice a year.

**5.6.2.7** The Subrecipient understands and agrees that it may not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County or obligate the County to make payments of any costs or expenses, unless authorized in an approved Budget.

**5.6.3 INTENTIONALLY OMITTED**

**5.6.4 COUNTY APPROVAL OF INVOICES:** All invoices submitted by Subrecipient must receive the written approval of County Contract Administrator.

**5.6.5 WITHHOLDING OF PAYMENT:** Payments to the Subrecipient will be made monthly provided that the Subrecipient is not in default under any provision of the Contract and has submitted a complete and accurate invoice. If Subrecipient fails to submit accurate, complete, and timely invoices, the County may withhold payment to Subrecipient up to the full amount of any invoice that would otherwise be due, until Subrecipient has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

**5.6.5.1** The County may withhold XC Grant funds and/or disallow expenditures anytime the project fails to comply with any term or condition of the Agreement. This may include, but is not limited to, the following:

Failure to submit the required Progress Reports in a timely manner;

Failure to submit the final reports from previous projects in a timely manner;

Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;

Inadequate maintenance of accounting records;

Failure to submit proof of bond coverage in a timely manner;

Failure to cooperate with or admit Cal OES staff or representatives (e.g., Program Specialists; Unit, Section, or Branch Chiefs, Monitors, et. al.) to review program and/or fiscal records; and/or

Failure to pay costs disallowed by Cal OES according to payment terms agreed to by the Subrecipient and in a timely manner.

County reserves the right to unilaterally decrease funds allocated to Subrecipient as set forth herein in the event that the County determines, in its sole discretion, that the Subrecipient has failed to provide adequate and satisfactory services as required in this Agreement.

**5.6.6 DELAY OF PAYMENT:** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less



than a full month) until six (6) months after the expiration of this Contract. The Subrecipient shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Subrecipient.

## **5.7 ANNUAL FISCAL REPORT**

Subrecipient shall maintain its account as prescribed by the Generally Accepted Accounting Principles (GAAP). Subrecipient shall maintain annual Fiscal reports as prescribed by GAAP.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all County Administration referenced in the following Subsections are designated in Exhibit D. The County shall notify the Subrecipient in writing of any change in the names or addresses shown.

### **6.1 COUNTY CONTRACT SECTION MANAGER (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Subrecipient. The CSM, or designee, is the approving authority for invoices.

### **6.2 COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**

The County's SCCA is the person assigned to:

- 6.2.1** Oversee the overall management and coordination of the operations of this Contract; and
- 6.2.2** Providing direction to Subrecipient on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

### **6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Subrecipient to contact with any questions.

**6.3.1** The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Subrecipient to perform the service;
- coordinating and monitoring the work of Subrecipient personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating and reporting Subrecipient performance and progress on the Contract;

- providing direction to Subrecipient in the areas relating to County policy, information requirements, invoicing requirements, and procedural requirements.

#### **6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Subrecipient. The CPM reports to the CCA.

### **7.0 ADMINISTRATION OF CONTRACT - SUBRECIPIENT**

#### **7.1 SUBRECIPIENT'S PROJECT MANAGER**

**7.1.1** Subrecipient's Project Manager is designated in Exhibit E. The Subrecipient shall notify the County in writing of any change in the name or address of the Subrecipient's Project Manager within five (5) business days of such change.

**7.1.2** Subrecipient's Project Manager shall be responsible for Subrecipient's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

#### **7.2 SUBRECIPIENT'S AUTHORIZED OFFICIAL(S)**

**7.2.1** Subrecipient's Authorized Official(s) are designated in Exhibit E. Subrecipient shall promptly notify County in writing of any change in the name(s) or address(es) of Subrecipient's Authorized Official(s) within five (5) business days of such change.

**7.2.2** Subrecipient represents and warrants that all requirements of Subrecipient have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Subrecipient.

#### **7.3 INTENTIONALLY OMITTED**

#### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

For the duration of this contract, Subrecipient agrees to maintain the same standard for background and security investigations as were in effect at the inception of the contract.

#### **7.5 CONFIDENTIALITY**

**7.5.1** Subrecipient shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the Federal Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.

**7.5.1.1** Subrecipient employees (staff, counselors, and volunteers) shall be thoroughly trained on how to maintain client confidentiality and related laws.

**7.5.1.2** Subrecipient staff and volunteers providing direct services to children exposed to violence shall adhere to the strictest levels of confidentiality as defined in the statutes and regulations mandated by California Law, the code and ethics of the American Association of Marriage and Family Therapists, California Association of Marriage and Family therapy, the National Association of Social Workers and Subrecipient policies and procedures.

**7.5.1.3** These standards of confidentiality oblige the Subrecipient NOT to discuss information about a client, including the content of any information received by, from, or about the client, and even the fact of the existence of a professional relationship with Subrecipient, except under a few exceptional circumstances as specifically required by law. These circumstances are when there is: 1) A serious threat of harm to a reasonably identifiable victim, 2) In the cases of child maltreatment, or 3) Abuse of elders or dependent adults. Any such disclosures are only made following consultation with a Licensed Clinician and or legal counsel.

**7.5.1.4** Subrecipient employees (staff and volunteers) shall create, maintain, store, transfer, and dispose of client records in ways that protect confidentiality and are in accordance with applicable regulations or laws.

**7.5.1.4.1** All records shall be kept in locked cabinets that are stored within locked offices at Subrecipient's premises. Clinical records shall not be removed from Subrecipient's premises.

**7.5.1.4.2** Subrecipient shall take reasonable steps to ensure that documentation in records is accurate, limited, and accurately reflects the services provided.

**7.5.1.4.3** The information shared by clients and/or maintained in client records belongs to the client and shall not be shared without permission granted through a formal release of information and approval by a supervisor.

**7.5.2** Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to

any failure by Subrecipient, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Paragraph 7.5 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**7.5.3** Subrecipient shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

**7.5.4** Subrecipient shall sign and adhere to the provisions of the "Subrecipient Acknowledgment and Confidentiality Contract," Exhibit F1.

**7.5.5** INTENTIONALLY OMITTED

**7.5.6** INTENTIONALLY OMITTED

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

**8.1.1** The Subrecipient shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against any claims which the Subrecipient may have against the County.

**8.1.2** Shareholders, partners, members, or other equity holders of Subrecipient may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Subrecipient to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

## **8.2 AUTHORIZATION WARRANTY**

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

## **8.3 COMPLAINTS**

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

**8.3.1** Within 15 business days after the Contract effective date, the Subrecipient shall provide the County with the Subrecipient's policy for receiving, investigating and responding to user complaints.

**8.3.2** The County will review the Subrecipient's policy and provide the Subrecipient with approval of said plan or with requested changes.

**8.3.3** If the County requests changes in the Subrecipient's policy, the Subrecipient shall make such changes and resubmit the plan within five business days for County approval.

**8.3.4** If, at any time, the Subrecipient wishes to change the Subrecipient's policy, the Subrecipient shall submit proposed changes to the County for approval before implementation.

**8.3.5** The Subrecipient shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.

**8.3.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

**8.3.7** Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

## **8.4 COMPLIANCE WITH APPLICABLE LAW**

**8.4.1** In the performance of this Contract, Subrecipient shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances,

directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.4.2** Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Paragraph 8.4 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**8.4.3 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

**8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

- 8.5.1 JURY SERVICE PROGRAM:** This Contract is subject to the provisions of the County's ordinance entitled Subrecipient Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit J, Jury Service Ordinance and incorporated by reference into and made part of this Contract.

## **8.5.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

**8.5.2.1** Unless Subrecipient has demonstrated to the County's satisfaction either that Subrecipient is not a "Subrecipient" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Subrecipient qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Subrecipient shall have and adhere to a written policy that provides that its Employees shall receive from the Subrecipient, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Subrecipient or that the Subrecipient deduct from the Employee's regular pay the fees received for jury service.

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

**8.5.2.3** If Subrecipient is not required to comply with the Jury Service Program when the Contract commences, Subrecipient shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Subrecipient shall immediately notify County if Subrecipient at any time either comes within the Jury Service Program's definition of "Subrecipient" or if Subrecipient no longer qualifies for an exception to the Jury Service Program. In either event, Subrecipient shall immediately implement a written policy consistent with the

Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Subrecipient demonstrate to the County's satisfaction that Subrecipient either continues to remain outside of the Jury Service Program's definition of "Subrecipient" and/or that Subrecipient continues to qualify for an exception to the Program.

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

## **8.6 CONFLICT OF INTEREST**

- 8.6.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Subrecipient or have any other direct or indirect financial interest in this Contract. No officer or employee of the Subrecipient who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.6.2** **The Subrecipient shall comply with all conflict of interest laws, ordinances,** and regulations now in effect or hereafter to be enacted during the term of this Contract. The Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If the Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances and completion of Exhibit K, Certification of No Conflict of Interest. Failure to comply with the provisions of this Subsection 8.6 shall be a material breach of this Contract.

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

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



## **8.8 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS**

- 8.8.1** Should the Subrecipient require additional or replacement personnel after the effective date of this Contract, the Subrecipient will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Subrecipient's minimum qualifications for the open position. For this purpose, consideration will mean that the Subrecipient will interview qualified candidates. The County will refer GAIN/START participants by job category to the Subrecipient. Subrecipients must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto:bservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.
- 8.8.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

## **8.9 SUBRECIPIENT RESPONSIBILITY AND DEBARMENT**

### **8.9.1 RESPONSIBLE SUBRECIPIENT**

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

### **8.9.2 CHAPTER 2.202 OF THE COUNTY CODE**

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

### **8.9.3 NON-RESPONSIBLE SUBRECIPIENT**

The County may debar a Subrecipient if the Board of Supervisors finds, in its discretion, that the Subrecipient has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Subrecipient's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit

corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.9.4 SUBRECIPIENT HEARING BOARD**

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

**8.9.4.2** The Subrecipient Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Subrecipient and/or the Subrecipient's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Subrecipient Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Subrecipient should be debarred, and, if so, the appropriate length of time of the debarment. The Subrecipient and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

**8.9.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Subrecipient Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Subrecipient Hearing Board.

**8.9.4.4** If a Subrecipient has been debarred for a period longer than five years, that Subrecipient may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Subrecipient has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

**8.9.4.5** The Subrecipient Hearing Board will consider a request for review of a debarment determination only where (1) the Subrecipient has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Subrecipient Hearing Board will provide notice of the hearing on the request. At the hearing, the Subrecipient Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Subrecipient Hearing Board pursuant to the same procedures as for a debarment hearing.

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

## **8.10 SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Subrecipient acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Subrecipient understands that it is the County's policy to encourage all County Subrecipients to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Subrecipient's place of business. The County's Department of Children and Family Services will supply the Subrecipient with the poster to be used. Information on how to receive the poster can be found on the Internet at <https://lacounty.gov/residents/public-safety/baby-safe-surrender-program>.

## **8.11 SUBRECIPIENT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**8.11.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Subrecipient's duty under

this Contract to comply with all applicable provisions of law, the Subrecipient warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

#### **8.13 INTENTIONALLY OMITTED**

#### **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

**8.14.1** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by law.

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

## **8.15 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Subrecipient hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.16 FAIR LABOR STANDARDS**

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

## **8.17 FORCE MAJEURE**

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

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

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

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Subrecipient agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Contract and further agrees and consents that the venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.19 INDEPENDENT SUBRECIPIENT STATUS**

- 8.19.1** This Contract is by and between the County and the Subrecipient and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Subrecipient. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.19.2** The Subrecipient shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Subrecipient.
- 8.19.3** The Subrecipient understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Subrecipient and not employees of the County. The Subrecipient shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Subrecipient pursuant to this Contract.
- 8.19.4** The Subrecipient shall adhere to the provisions stated in Subsection 7.5 – Confidentiality.

## **8.20 INDEMNIFICATION**

The Subrecipient shall indemnify, defend and hold harmless the County, its Special Districts (“County Indemnitees”), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Subrecipient’s acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

Without limiting Subrecipient's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Subrecipient shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Contract. The County in no

way warrants that the Required Insurance is sufficient to protect the Subrecipient for liabilities which may arise from or relate to this Contract.

#### **8.21.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

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

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

Los Angeles County District Attorney's Office  
Grants and Contracts Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

- Subrecipient also shall promptly report to County any injury or property damage accident or incident, including any injury to a Subrecipient employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Subrecipient. Subrecipient also shall promptly notify County of any third-party claim or suit filed against Subrecipient or any of its Sub-Subrecipients which arises from or

relates to this Contract, and could result in the filing of a claim or lawsuit against Subrecipient and/or County.

#### **8.21.2 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE**

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

#### **8.21.3 CANCELLATION OF INSURANCE**

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

#### **8.21.4 FAILURE TO MAINTAIN INSURANCE**

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

#### **8.21.5 INSURER FINANCIAL RATINGS**

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



**8.21.6 SUBRECIPIENT’S INSURANCE SHALL BE PRIMARY**

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

**8.21.7 WAIVERS OF SUBROGATION**

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

**8.21.8 INTENTIONALLY OMITTED**

**8.21.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)**

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

**8.21.10 CLAIMS MADE COVERAGE**

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

**8.21.11 APPLICATION OF EXCESS LIABILITY COVERAGE**

Subrecipients may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**8.21.12 SEPARATION OF INSUREDS**

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

**8.21.13 ALTERNATIVE RISK FINANCING PROGRAMS**

The County reserves the right to review, and then approve, Subrecipient use of self-insurance, risk retention groups, risk purchasing groups,

pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.21.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

### **8.22 INSURANCE COVERAGE**

#### **8.22.1 COMMERCIAL GENERAL LIABILITY INSURANCE** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

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

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

#### **8.22.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS:** Insurance covering Subrecipient's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Subrecipient understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

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

**8.23 INTENTIONALLY OMITTED**

**8.24 INTENTIONALLY OMITTED**

**8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

**8.25.2** The Subrecipient shall certify to, and comply with, the provisions of Exhibit L - Subrecipient's EEO Certification.

**8.25.3** The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.25.4** The Subrecipient certifies and agrees that it will deal with its subcontractors, bidders, or Subrecipients without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.25.5** The Subrecipient certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.25.6** The Subrecipient shall allow County representatives access to the Subrecipient's employment records during regular business hours to verify

compliance with the provisions of this Subsection 8.25 when so requested by the County.

**8.25.7** If the County finds that any provisions of this Subsection 8.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Subrecipient has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Subrecipient has violated the anti-discrimination provisions of this Contract.

**8.26 NON-EXCLUSIVITY**

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

**8.27 NOTICE OF DELAYS**

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

**8.28 NOTICE OF DISPUTES**

The Subrecipient shall bring to the attention of the Supervising County Contract Administrator and/or County Contract Section Manager any dispute between the County and the Subrecipient regarding the performance of services as stated in this Contract. If the Supervising County Contract Administrator or County Contract Section Manager is not able to resolve the dispute, the District Attorney or his designee shall resolve it.

**8.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

**8.30 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Subrecipient shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G

of this Contract and is also available on the Internet at <https://lacounty.gov/residents/public-safety/baby-safe-surrender-program> for printing purposes.

### **8.31 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D, County's Administration and Exhibit E, Subrecipient's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The District Attorney or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.32 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

### **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Subrecipient; all information obtained in connection with the County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those exceptions in the California Government Code Section 7921 *et seq.* (Public Records Act) and/or which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

**8.33.3** Subrecipient shall not reveal in such document submitted to the County as set forth in this section 8.33 the identity of any child/client, employee or volunteer.

## **8.34 PUBLICITY**

**8.34.1** The Subrecipient shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Subrecipient's need to identify its services and related clients to sustain itself, the County shall not inhibit the Subrecipient from publishing its role under this Contract within the following conditions:

- The Subrecipient shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Subrecipient shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- The Subrecipient shall make specific reference to the County and the Grantor as the sponsoring agency and that the Subrecipient is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Subrecipient shall make specific reference to the County and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Subrecipient shall also coordinate press releases with the County and Grantor for maximum impact.

**8.34.2** The Subrecipient may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.34 shall apply.

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

The Subrecipient shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles (GAAP). To the extent permitted by law, the Subrecipient shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Records shall be maintained in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook [2023 Subrecipient Handbook \(ca.gov\)](#) and this Agreement. Subrecipient shall comply with any additional record keeping requirements by the Cal OES.

Subrecipient shall maintain timekeeping records (to reflect personnel, salary, hours worked, location worked, and related fringe benefits/indirects), in addition to

original documentation of costs (such as receipts) claimed during the project period. Original receipts must be stamped “paid.”

Subrecipient shall maintain programmatic records of victims’ services, including sign-in sheets, case record notations, telephonic contact, and email communications.

Subrecipient shall compile a case file for each minor victim which includes, at a minimum, informed consent, intake document, initial needs assessment, documentation of services provided, consent to treat, progress notes and a termination of services summary.

For the match, Subrecipient shall maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the Subrecipient for its own paid employees.

The Subrecipient agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, unless prohibited by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Subrecipient and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County’s option, the Subrecipient shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.35.1** In the event that an audit of the Subrecipient is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Subrecipient or otherwise, to the extent permitted by law, Subrecipient shall file a copy of such audit report with the County’s Auditor-Controller within 30 days of the Subrecipient’s receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.35.2** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, to the extent permitted by law, representatives of the County may conduct an audit of the Subrecipient regarding the work performed under this Contract, and if such audit finds that the County’s dollar liability for any such work is less than payments

made by the County to the Subrecipient, then the difference shall be either:  
a) repaid by the Subrecipient to the County by cash payment upon demand  
or b) at the sole option of the County's Auditor-Controller, deducted from  
any amounts due to the Subrecipient from the County, whether under this  
Contract or otherwise. If such audit finds that the County's dollar liability  
for such work is more than the payments made by the County to the  
Subrecipient, then the difference shall be paid to the Subrecipient by the  
County by cash payment, provided that in no event shall the County's  
maximum obligation for this Contract exceed the funds appropriated by the  
County for the purpose of this Contract.

#### **8.36 RECYCLED BOND PAPER**

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

#### **8.37 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Subrecipient to maintain compliance with the requirements set forth in Subsection 8.11- Subrecipient's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Subrecipient to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Subrecipient, pursuant to County Code Chapter 2.202.

#### **8.38 TERMINATION FOR CONVENIENCE**

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

**8.38.2** After receipt of a notice of termination and except as otherwise directed by the County, the Subrecipient shall immediately:

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.



**8.38.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Subrecipient under this Contract shall be maintained by the Subrecipient in accordance with Subsection 8.35, Record Retention and Inspection/Audit Settlement.

## **8.39 TERMINATION FOR DEFAULT**

**8.39.1** The County may, by written notice to the Subrecipient, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:

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

**8.39.2 INTENTIONALLY OMITTED**

**8.39.3 INTENTIONALLY OMITTED**

**8.39.4 INTENTIONALLY OMITTED**

**8.39.5** The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.40 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

#### **8.41 TERMINATION FOR INSOLVENCY**

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

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

**8.41.2** The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

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

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

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

#### **8.44 VALIDITY**

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

#### **8.45 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

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

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

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

**8.47.1** Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

**8.47.2** Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Subrecipient to maintain compliance with the requirements set forth in Paragraph 8.47 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Subrecipient to cure such default within 10 days of notice shall

be grounds upon which County may terminate this contract and/or pursue debarment of Subrecipient, pursuant to County Code Chapter 2.206.

#### **8.49 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Subrecipient acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Subrecipients from engaging in human trafficking.

If a Subrecipient or member of Subrecipient's staff is convicted of a human trafficking offense, the County will require that the Subrecipient or member of Subrecipient's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Subrecipient's staff pursuant to this paragraph will not relieve Subrecipient of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **8.50 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES**

Subrecipient, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Subrecipient's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.51 COMPLIANCE WITH COUNTY POLICY OF EQUITY**

The Subrecipient acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Subrecipient further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Subrecipient, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Subrecipient, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Subrecipient to termination of contractual agreements as well as civil liability.

#### **8.52 INTENTIONALLY OMITTED**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CHANGES AND AMENDMENT OF TERMS**

**9.1.1** The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change

Notice shall be prepared and signed by the Subrecipient and by the District Attorney or his designee.

- 9.1.2** For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Subrecipient and by the District Attorney or his designee.
- 9.1.3** The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Subrecipient and by the District Attorney or his designee.

## **9.2 SUBRECIPIENT'S CHARITABLE ACTIVITIES COMPLIANCE**

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

## **9.3 CHILD/ELDER ABUSE AND WELFARE FRAUD REPORTING**

- 9.3.1** Subrecipient staff working on this Contract shall comply with California Penal Code Section 11164, et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Subrecipient staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with Penal Code Sections 11166 and 11167.
- 9.3.2** Child abuse reports shall also be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.3.3** Subrecipient staff working on this Contract shall comply with California Welfare and Institutions Code Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Subrecipient staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.

**9.3.4** Elder abuse reports shall also be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Subrecipient became aware of the suspected instance of elder abuse.

**9.3.5** Subrecipient staff working on this Contract shall also immediately report all suspected welfare fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

#### **9.4 SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

#### **9.5 COMPLIANCE WITH REGULATIONS**

SUBRECIPIENT agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

**9.5.1** Subrecipient shall maintain all licenses required to perform the Contract.

**9.5.2** Subrecipient shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Subrecipient of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

**9.5.3** Subrecipient certifies that the Subrecipient and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

## **9.6 REPORTING REQUIREMENTS**

- 9.6.1** Subrecipient shall provide information to the County detailing the number of clients served under XC Grant funding.
- 9.6.2** Subrecipient shall use the Performance Measurement Tool (PMT) in Excel Spreadsheet format provided by the County to track statistical information on a monthly basis.
- 9.6.3** Subrecipient shall electronically submit (by email) the monthly PMT report in the format provided (no PDF) to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM on the 10<sup>th</sup> day of the subsequent month.
- 9.6.4** Subrecipient shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 01/01/2024 – 03/31/2024, due 04/10/2024

Period: 04/01/2024 – 06/30/2024, due 07/10/2024

Period: 07/01/2024 – 09/30/2024, due 10/10/2024

Period: 10/01/2024 – 12/31/2024, due 01/10/2025

- 9.6.5** Subrecipient may be required to enter information related to clients served (and partially served) under XC Grant funding for monthly statistical purposes using an electronic case/data management system provided by the County.

“Served” clients are defined as victims who received the service(s) they requested, if those services were funded by XC Grant funding.

“Partially served” clients are defined as victims who received some service(s), but not all of the services they requested, if those services were funded by XC grant funding.

- 9.6.6** Subrecipient may be subject to additional reporting requirements by the Grantor.

## **9.7 PROGRAM CONSIDERATIONS**

- 9.7.1** Subrecipient shall charge no fees to victims for services rendered.
- 9.7.2** Subrecipient shall provide services to all victims regardless of race, ethnicity, religion, socio-economic status, gender, sexual orientation, national origin, or immigration status.

- 9.7.3** Subrecipient shall develop protocols to safeguard client information, disclosing exceptions to client confidentiality therein.
- 9.7.4** Subrecipient shall conduct ongoing communication with the County to develop best practices, to ensure appropriate staffing and to engage in conflict resolution.
- 9.7.5** Subrecipient shall coordinate and cooperate with County request for site visits to Subrecipient's office and/or field offices. Site visits will be conducted on a regular basis, with a minimum of one visit every six months during the Contract Term.
- 9.7.6** Subrecipient's allocations and use of funds under this Contract shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the California Office of Emergency Services Subrecipient Handbook [2023 Subrecipient Handbook \(ca.gov\)](https://oese.ca.gov/subrecipient-handbook) and this Contract. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives of expanding and enhancing the XC program, which were submitted and approved by the Grantor as part of the application for the Grant. Subrecipient shall not use Grant Funds to provide long-term or short-term legal representation. Subrecipient agrees and acknowledges that that Grant Funds it receives will not supplant (replace) non-Federal funds.
- 9.7.7** Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the XC Grant and has the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project funded through XC Grant Funds and this Contract. Subrecipient shall assure that XC Grant Funds allocated to it are used for allowable, fair, and reasonable costs only and will not be transferred between other grant programs or fiscal years. Subrecipient shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.
- 9.7.8** Subrecipient hereby certifies and warrants that it is an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under Section 501(a) of said Code. Subrecipient shall assure that Grant Funds allocated to it under this Contract are used for allowable, fair and reasonable costs only and will not be transferred between other grant programs or fiscal years. Subrecipient shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any assessments, national



evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.

- 9.7.9** Notwithstanding anything to contrary in this Contract, Subrecipient shall not use any portion of the XC Grant Funds towards any part of the annual cash compensation of any employee of the Subrecipient whose total cash annual cash compensation exceeds 110% of the maximum salary payable to a member of the state or federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal system, for that year.

**SIGNATURES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this CONTRACT to be executed by the District Attorney or his designee and SUBRECIPIENT has caused this CONTRACT to be executed in its behalf by its duly authorized officer who SUBRECIPIENT warrants under penalty of perjury is authorized to bind this SUBRECIPIENT, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
GEORGE GASCÓN  
District Attorney  
County of Los Angeles

\_\_\_\_\_ Date

**CASA OF LOS ANGELES**

By: \_\_\_\_\_  
CHARITY CHANDLER-COLE  
Chief Executive Officer

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**  
DAWYN R. HARRISON  
County Counsel

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

\_\_\_\_\_ Date

## **STATEMENT OF WORK**

### **COUNTY OF LOS ANGELES DISTRICT ATTORNEY’S OFFICE**

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

### **EXHIBIT A- STATEMENT OF WORK**

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## PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance victim services in the County. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide victim services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to create a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of creating connection for people, communities, and government is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation. These shared values are encompassed in the County Strategic Plan Goal 1 (Make Investments That Transform Lives – Increasing our focus on prevention initiatives; Enhancing our delivery of comprehensive interventions; and Reforming service delivery within our justice systems). County Strategic Plan Goal 2 (Foster Vibrant and Resilient Communities – Drive Economic and Workforce Development in the County; Support the Wellness of our Communities; and Make Environmental Sustainability Our Daily Reality). County Strategic Plan Goal 3 (Realize Tomorrow's Government Today – Continually Pursue Development of Our Workforce; Embrace Digital Government for the Benefit of our Internal Customers and Communities; Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Engage and Share Information with Our Customers, Communities and Partners). This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

### 1.0 INTRODUCTION

The U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 15POVC-23-GG-00432-ASSI for VOCA23, with Assistance Listing (AL) number 16.575, Subaward number XC23 06 0190, have provided financial assistance to the County in the amount of \$2,296,618 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2024, through December 31, 2024, such XC Grant having been accepted by the Los Angeles County Board of Supervisors.

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

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

The VSSC determined that Court-Appointed Volunteer Advocates for abused and neglected children in the Dependency Court System, were underfunded and that distribution of XC Grant funds to these Court-Appointed Volunteer Advocates would improve services. The Subrecipient is a Court-Appointed Volunteer Advocate provider located in Los Angeles County and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to support the XC Grant and shall provide such services as more fully set forth in this Contract and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Contract.

The County and the Subrecipient each desires to execute this Contract as authorized by the Board of Supervisors.

## **2.0 MANDATED PROGRAM REQUIREMENTS**

- 2.1** The Mandated Program Requirements define the minimum required tasks for the provision of services to child victims in dependency court under this Contract. Subrecipient is obligated to provide the services and follow the requirements described herein.
- 2.2** The term of this Agreement shall commence on January 1, 2024, and end December 31, 2024 (the “Term”), and any additional period of time as is required to complete any necessary Grant close-out activities. Said Term is subject to the provisions herein. Performance shall not commence until the Subrecipients has obtained the County’s approval of the insurance required in section 8 herein.
- 2.3** The Contract shall provide the services set forth in, and in accordance with this section and the Budget and Budget Narrative (“Budget”) as set forth in Exhibit H attached hereto and made a part hereof. All work is subject to prior County approval in writing. Failure to receive approval may result in withholding compensation pursuant to section 9. Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Grant funds. Subrecipient further warrants that such written authorization specifies that Contract and the governing board or authorized body agree:
  - 2.3.1** To provide all matching funds required under the Grant and that any cash match will be appropriated as required.
  - 2.3.2** That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipients and the governing board or authorized body.
  - 2.3.3** That Grant funds shall not be used to supplant expenditures controlled by the governing board or authorized body.
  - 2.3.4** That the official executing the Agreement is, in fact, authorized to do so. Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

## **2.4 PROJECT OVERVIEW**

- 2.4.1** The funding for this project is from the XC Grant; CASA of Los Angeles is receiving funding as a subrecipient of this grant.
- 2.4.1.1** The total project cost shall not exceed \$328,750 and will pay for personnel and operating expenses as outlined in the attached Budget.
- 2.4.1.2** During the Contract Term, Subrecipients shall receive Grant funding in the amount of \$263,000.
- 2.4.1.3** During the Term, Subrecipient shall be required to meet a required VOCA match of 25 percent of the grant award, which is \$65,750, with an option for a match waiver up to 100 percent which would reduce the required match to \$0.
- 2.4.1.3.1** Subrecipient shall meet the match through either In-Kind or Cash contributions, or a combination of both, and such match shall not be reimbursed by Grant funds.
- 2.4.2** The purpose of the Subrecipient's work under this Contract is to address unmet gaps and needs in direct services to victims by increasing services to address the emotional and practical needs of child victims in dependency court.
- 2.4.3** The Subrecipient understands that the County may have, or subsequently enter into, other contracts with service providers for identical or similar services; therefore, Subrecipient agrees that this Contract does not grant an exclusive right to Subrecipients to provide all contracted services identified in this agreement.

## **2.5 SCOPE OF WORK**

- 2.5.1** Within the context of the above, Subrecipient shall provide the following services described herein to child victims in dependency court and make every effort to provide culturally and linguistically appropriate services.
- 2.5.1.1** Subrecipient shall provide victim services to child victims in dependency court. Per the VOCA Final Program Guidelines, "services" are defined as (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security (i.e., boarding-up broken windows and replacing locks.)

- 2.6** Services will be provided at the Subrecipient's primary place of business, located at 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754, unless provisions for services are requested off-site to meet the needs of the victim.

- 2.7 Subrecipient shall provide a client-centered service delivery model to ensure the reduction of barriers for victims in need of services, such as transportation and child care activities to generate a supportive system of care.
- 2.8 Subrecipient shall provide services for victims with disabilities and others with access and functional needs, ensuring equality of services to victims with special needs.

### **3.0 STAFFING**

- 3.1 Subrecipient's staff providing Court-Appointed Advocacy for child victims in dependency court shall meet all guidelines set by the Los Angeles County Superior Court.
- 3.2 Subrecipient shall operate continuously throughout the entire term of this Contract.
- 3.4 All Subrecipients' staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 3.5 Subrecipient shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Subrecipient staff shall be bilingual.
- 3.6 To the extent feasible, Subrecipient shall provide services to persons with a physical disability who child victims in dependency court. If the Subrecipient cannot provide the services, then the Subrecipient shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- 3.7 Subrecipient's staff designated to create and submit invoices shall complete the Contract Invoicing System training required by the County.

### **4.0 REPORTING REQUIREMENTS**

During the Term of this Agreement, Subrecipient shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 01/01/2024 – 03/31/2024, due 04/10/2024

Period: 04/01/2024 – 06/30/2024, due 07/10/2024

Period: 07/01/2024 – 09/30/2024, due 10/10/2024

Period: 10/01/2024 – 12/31/2024, due 01/10/2025

## **5.0 CHARGES TO PARTICIPANTS**

Subrecipient shall provide Court-Appointed Victim Advocacy services at **NO COST** to Participants.

## **6.0 OTHER REQUIREMENTS**

### **6.1 ORIGINAL PUBLICATIONS**

Original publications (written, visual, or sound) produced in whole or in part must contain the following statement: "Funding made possible through the United States Department of Justice, Victims of Crime Act, 15POVC-23-GG-00432-ASSI," All job announcements must indicate that Subrecipient is an Equal Employment Opportunity Employer.

### **6.2 USE OF COUNTY SEAL AND DISTRICT ATTORNEY DEPARTMENT LOGO**

Subrecipient shall not use or display the official seal of the County or the District Attorney Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **6.3 LOCATION OF SERVICES**

**6.3.1** Subrecipient shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

**6.3.2** Subrecipient shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

**6.3.3** Subrecipient shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

## **7.0 MONITORING**

Annually, Subrecipient shall certify that CASA of Los Angeles meets the Mandated Program Requirements set forth in Section 2.0 herein and the staffing requirements set forth in Section 3.0. District Attorney shall annually evaluate Subrecipient's compliance with the other requirements of the Contract. District Attorney shall not require



Subrecipient to provide any information in violation of Welfare and Institutions Code section 18301. In lieu of providing such information, the Subrecipient shall certify under penalty of perjury that the Subrecipient is in compliance with the relevant Contract provisions.

## **7.1 HEALTH AND FIRE INSPECTIONS**

Subrecipient understands and agrees that County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Subrecipient's service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Subrecipient shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Subrecipient shall forward a copy of the Health or Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

## **7.2 INSPECTIONS**

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections. County reserves the right to conduct site visits, as deemed necessary.

## **7.3 CLEAN AND SAFE FACILITIES**

Subrecipient understands and agrees that, for the duration of this Contract, Subrecipient shall ensure that each Subrecipient facility (shelter location) and environment (e.g. beds, living area, bathrooms, kitchen etc.) for the Clients is clean and safe. Failure to do so will result in the termination of this contract pursuant to Section 8.39, Termination For Default.

## **8.0 QUALITY CONTROL PLAN**

Subrecipient shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- A. Method of monitoring to ensure that Contract requirements are being met;

- B. Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- C. A written report by the Subrecipient documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- D. Data collection and monitoring systems to ensure that services are equitable for all participants.

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

**COUNTY'S ADMINISTRATION**

CONTRACT NO.: CASA-2024 – LADA –XC GRANT SUBRECIPIENT

**COUNTY CONTRACT SECTION MANAGER:**

Name: Tanishia G. Wright  
Title: Director, Bureau of Victim Services,  
Los Angeles County District Attorney's Office  
Address: 1000 S Fremont Ave Unit 36, Bldg A9E, Ste E9150, Alhambra, CA 91803  
Telephone: (213) 716-2437  
E-Mail Address: TWright@da.lacounty.gov

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: Navjot Kaur  
Title: Director, Bureau of Administrative Services,  
Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: (213) 257-2772  
E-Mail Address: NKaur@da.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Lidia Youssef  
Title: Chief, Budget and Fiscal Services Division,  
Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: (213) 257-2821  
E-Mail Address: LYoussef@da.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Melanie Rubio  
Title: XC Grant Analyst,  
Bureau of Administrative Services,  
Grants and Contracts Section,  
Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: (213) 257-2803  
E-Mail Address: MRubio@da.lacounty.gov

**SUBRECIPIENT'S ADMINISTRATION****SUBRECIPIENT'S NAME:** CASA OF LOS ANGELES

CONTRACT NO.: CASA-2024 – LADA – XC GRANT SUBRECIPIENT

**SUBRECIPIENT'S PROJECT DIRECTOR:**

Name: Latasha Christian  
Title: Grant Accounting Manager  
Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142  
Telephone: (323) 859-2888 ext. 6389  
E-Mail Address: LChristian@casala.org

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**SUBRECIPIENT'S AUTHORIZED OFFICIAL(S):**

Name: Mika Khan  
Title: Chief Program Officer  
Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142  
Telephone: (323) 859-2888 ext. 6347  
E-Mail Address: AKhan@casala.org

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Name: Glen Lezon  
Title: Chief Financial Officer  
Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142  
Telephone: (323) 859-2888 ext 6369  
E-Mail Address: GLezon@casala.org

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**Notices to Subrecipient shall be sent to the following address:**

Name: Charity Chandler-Cole  
Title: Chief Executive Officer  
Address: 201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142  
Telephone: (323) 859-2888 ext 6318  
E-Mail Address: CChandlerCole@casala.org

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**INTENTIONALLY OMITTED**

**SUBRECIPIENT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Subrecipient Name: CASA of LOS ANGELES

Contract No.: CASA-2024 – LADA – XC GRANT SUBRECIPIENT

**GENERAL INFORMATION:**

The Subrecipient referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Subrecipient Acknowledgement and Confidentiality Agreement.

**SUBRECIPIENT ACKNOWLEDGEMENT:**

Subrecipient understands and agrees that the Subrecipient employees, consultants, Outsourced Vendors and independent Subrecipients (Subrecipient's Staff) that will provide services in the above referenced agreement are Subrecipient's sole responsibility. Subrecipient understands and agrees that Subrecipient's Staff must rely exclusively upon Subrecipient for payment of salary and any and all other benefits payable by virtue of Subrecipient's Staff's performance of work under the above-referenced Contract.

Subrecipient understands and agrees that Subrecipient's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Subrecipient's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Subrecipient understands and agrees that Subrecipient's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Subrecipient and Subrecipient's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Subrecipient and Subrecipient's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Subrecipient and Subrecipient's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Subrecipient and Subrecipient's Staff understand that if they are involved in County work, the County must ensure that Subrecipient and Subrecipient's Staff, will protect the confidentiality of such data and information. Consequently, Subrecipient must sign this Confidentiality Agreement as a condition of work to be provided by Subrecipient's Staff for the County.



Subrecipient and Subrecipient's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Subrecipient and the County of Los Angeles. Subrecipient and Subrecipient's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Subrecipient and Subrecipient's Staff agree to report any and all violations of this contract by Subrecipient and Subrecipient's Staff and/or by any other person of whom Subrecipient and Subrecipient's Staff become aware.

Subrecipient and Subrecipient's Staff acknowledge that violation of this contract may subject Subrecipient and Subrecipient's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

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

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

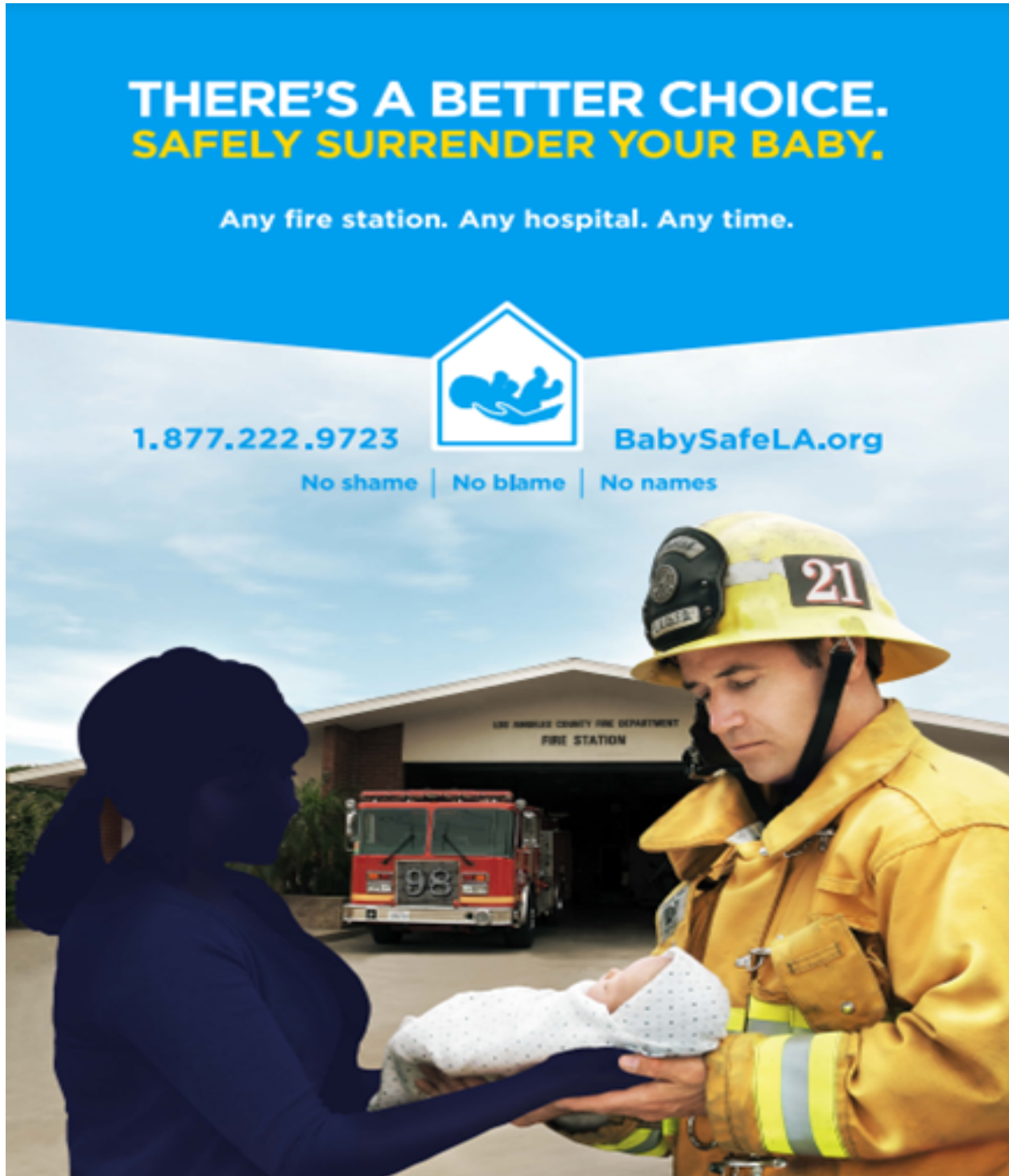
PRINTED NAME: \_\_\_\_\_

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

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**SAFELY SURRENDERED BABY LAW**



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names



### FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

### ANSWERS TO YOUR QUESTIONS

#### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

#### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

#### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

#### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

#### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

#### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

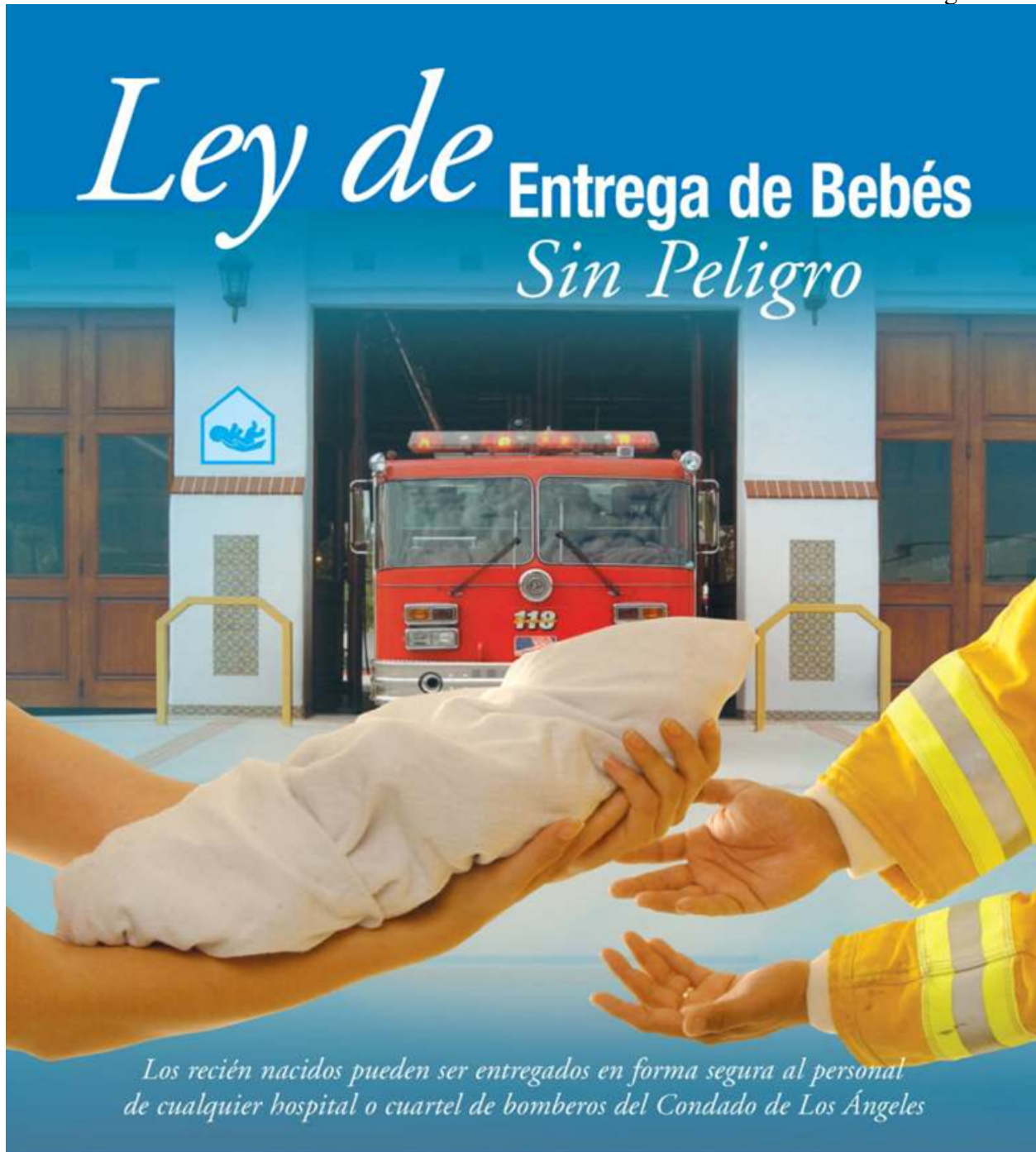
#### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or [BabySafeLA.org](http://BabySafeLA.org)

English, Spanish and 140 other languages spoken.


# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: CASA of Los Angeles			Grant Subaward #: XC23 2024			
A. Personnel Costs - Line-item description and calculation	2022 VOCA	2023 VOCA	Fund Source 3	Fund Source 4	Fund Source 5	Total Amount Allocated
<b>Advocate Supervisor 1, Choi, Alice</b>  Provide support to assigned CASA volunteers in order to ensure the highest quality of advocacy efforts delivered for each child/youth served. Position level of effort on program will be 100%, position salary for the term partially funded by Cal CASA, request for the remainder to be covered by VOCA XC equating to 89.362%  Avg. salary per month \$6,415.50 x 89.362% x 6 months = \$34,398 covered by 22 VOCA funds (January 2024 - June 2024) Avg. salary per month \$6,415.50 x 89.362% x 6 months = \$34,398 covered by 23 VOCA fund (July 2024 - December 2024)	\$34,398	\$34,398				\$68,796
<b>Advocate Supervisor 2, Jadidi, Stephanie</b>						

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)



## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: CASA of Los Angeles			Grant Subaward #: XC23 2024			
A. Personnel Costs - Line-item description and calculation	2022 VOCA	2023 VOCA	Fund Source 3	Fund Source 4	Fund Source 5	Total Amount Allocated
<p>Provide support to assigned CASA volunteers in order to ensure the highest quality of advocacy efforts delivered for each child/youth served. Position level of effort on program will be 100%, position salary for the term partially funded by Cal CASA, request for the remainder to be covered by VOCA XC equating to 89.362%</p> <p>Avg. salary per month \$6,415.50 x 89.362% x 6 months = \$34,398 covered by 22 VOCA funds (January 2024 - June 2024)</p> <p>Avg. salary per month \$6,415.50 x 89.362% x 6 months = \$34,398 covered by 23 VOCA fund (July 2024 - December 2024)</p> <p><b>Advocate Supervisor 3, Muhammed, Rita N.</b> Provide support to assigned CASA volunteers in order to ensure the highest quality of advocacy efforts delivered for each child/youth served. Position level of effort on program will be 100%, position salary for the term partially funded by Cal CASA, request for the remainder to be covered by VOCA XC equating to 89.362%</p>	\$34,398	\$34,398				\$68,796

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)

## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: CASA of Los Angeles			Grant Subaward #: XC23_2024			
A. Personnel Costs - Line-item description and calculation	2022 VOCA	2023 VOCA	Fund Source 3	Fund Source 4	Fund Source 5	Total Amount Allocated
<p>Avg. salary per month \$6142.50 x 89.362% x 6 months = \$32,934 covered by 22 VOCA funds (January 2024 - June 2024)</p> <p>Avg. salary per month \$6142.50 x 89.362% x 6 months = \$32,934 covered by 22 VOCA funds (July 2024 - December 2024)</p>	\$32,934	\$32,934				\$65,868
<p>FICA @ 7.65%</p> <p>UI @ 0.61%</p> <p>Health @ 7.66%</p> <p>Pension @ 1.86%</p> <p>Workers Comp @ 0.36%</p>	\$18,454	\$18,454				\$36,908
<p>Indirect - approximately 0.00672 % of salaries &amp; benefits, lower than 10% de minimus allowable</p> <p>22 VOCA to cover first 6 months of term (Jan '24 - June '24) and 23 VOCA to cover remaining 6 months of term (July '24 - Dec '24)</p>	\$808	\$808				\$1,616
<b>Personnel Costs Fund Source Totals</b>	<b>\$120,992</b>	<b>\$120,992</b>				<b>\$241,984</b>
<b>PERSONNEL COSTS CATEGORY TOTAL</b>						<b>\$241,984</b>

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)

## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: CASA of Los Angeles			Grant Subaward #: XC23_2024			
B. Operating Costs - Line-item description and calculation	2022 VOCA	2023 VOCA	Fund Source 3	Fund Source 4	Fund Source 5	Total Amount Allocated
<b>Youth School Supplies and School Clothing - Back to School Events</b>  Funding requested to cover the cost of school supplies, backpacks, and back-to-school clothing/shoes for youth with open dependency court and/or juvenile justice cases served via CASA/LA.  CASA/LA to host 2 back-to-school events, each event estimated to serve 40 youth each at approximately \$250/youth for a total of 80 youth.  Event will be open only to youth with an active case and currently served by a CASA volunteer. CASA/LA will maintain log of each youth attending and the details of items received.  22 VOCA request: 1 event serving 38 youth x \$237.05 per youth = \$9,008  23 VOCA request: 1 event serving 38 youth x \$237.05 per youth = \$9,008	\$9,008	\$9,008				\$18,016

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)

## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: CASA of Los Angeles			Grant Subaward #: XC23_2024			
B. Operating Costs - Line-item description and calculation	2022 VOCA	2023 VOCA	Fund Source 3	Fund Source 4	Fund Source 5	Total Amount Allocated
<b>Youth Direct Expense - Books for TAY/NMD youth enrolled in College/Higher Education</b> Covers the cost for up to \$300 per youth currently served through CASA to purchase textbooks for enrolled college or higher education courses.  Request to cover 10 youth (ages TAY/NMD) enrolling or currently enrolled in college/higher education courses at \$300 maximum = \$3000. Request for funding via 22VOCA and 23VOCA	\$1,500	\$1,500				\$3,000
Operating Costs Fund Source Totals	\$10,508	\$10,508				\$21,016
<b>OPERATING COSTS CATEGORY TOTAL</b>						<b>\$21,016</b>

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)

## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: CASA of Los Angeles			Grant Subaward #: XC23 2024			
C. Equipment Costs - Line-item description and calculation	Fund Source 1	Fund Source 2	Fund Source 3	Fund Source 4	Fund Source 5	Total Amount Allocated
N/A						
Equipment Costs Fund Source Totals						
<b>EQUIPMENT COSTS CATEGORY TOTAL</b>						

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	Fund Source 1	Fund Source 2	Fund Source 3	Fund Source 4	Fund Source 5	Total Project Cost
<b>Fund Source Totals</b>	\$131,500	\$131,500				\$263,000

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)



## SAMPLE INVOICE FORMAT

### Report of Expenditures and Request for Payment

**Submit form to:** VSGrantsPayments@caloes.ca.gov

**Abatements Only - Mail to:** Cal OES Accounting  
3650 Schriever Avenue, Mather CA 95655

1. Grant Subaward #: \_\_\_\_\_
2. Subrecipient: \_\_\_\_\_
3. Program Code/Title: \_\_\_\_\_ Select
4. Payment Mailing Address: \_\_\_\_\_
5. Report Type: \_\_\_\_\_ Select
6. Additional: ☐ 7. Final: ☐
8. Reporting Period: \_\_\_\_\_ to \_\_\_\_\_

	Fund Source	Fund Source	Fund Source	Fund Source	Fund Source	
9. Select Fund Year	Yr	Yr	Yr	Yr	Yr	Total
10. Select Fund Source	Fund	Fund	Fund	Fund	Fund	
<b>11. TOTAL EXPENDITURES FOR REPORTING PERIOD (including those to support an advance)</b>						
A. Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Total Expenditures Reported	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>12. PAYMENT REQUESTED (must be equal to or less than total expenditures)</b>						
A. Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Total Payment Requested	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>13. AMOUNT OF MATCH CONTRIBUTED</b>						
A. Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Total Match Reported	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Subaward and federal Award (when applicable). I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).						
	Typed Name		Signature		Date	
14. Financial Officer:						
15. Grant Subaward Director:						

Report of Expenditures and Request for Funds - Cal OES 2-201 (Revised 11/2023)

## Jury Service Ordinance

### Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 SUBRECIPIENT EMPLOYEE JURY SERVICE

#### 203.010 Findings:

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

#### 2.203.020 Definitions:

The following definitions shall be applicable to this chapter:

- A. “Subrecipient” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county Subrecipient and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a Subrecipient under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular Subrecipient; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County

Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;  
or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The Subrecipient has a long-standing practice that defines the lesser number of hours as full time.

E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to Subrecipients who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Subrecipients with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Subrecipient Jury Service Policy.**

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



**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
  - b. Participated in any way in developing the contract or its service specifications; and**
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by this certification by the submitting department, district or agency that the provisions of this section have not been violated.

CASA of LOS ANGELES

Subrecipient Name

---

Vendor Official Title

---

Official's Signature

**SUBRECIPIENT'S EEO CERTIFICATION**CASA of LOS ANGELES

Company Name

201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142

Address

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

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

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Subrecipient has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Subrecipient periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Subrecipient has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Subrecipient has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

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

## INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2016)

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

The EIC is a refundable tax credit for certain workers.

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

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

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

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

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

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

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

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

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)  
Cat. No. 205991

## CHARITABLE CONTRIBUTIONS CERTIFICATION

CASA of LOS ANGELES

Company Name

201 Centre Plaza Drive, Suite 1100, Monterey Park, CA 91754-2142

Address

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

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

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

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

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

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: CASA of LOS ANGELES			
Company Address: 201 Centre Plaza Drive, Suite 1100			
City:	Monterey Park	State:	CA Zip Code: 91754
Telephone Number:	Email address:		
Solicitation/Contract For _____ Services:			

The Proposer/Bidder/Subrecipient certifies that:

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

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

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

**- OR -**

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

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

Print Name:	Title:
Signature:	Date:

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE**

**AND**

**RAINBOW SERVICES, LTD.**

**FOR**

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



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**Exhibits**

- A Statement of Work
- B INTENTIONALLY OMITTED
- C INTENTIONALLY OMITTED
- D County's Administration
- E Subrecipient's Administration
- F INTENTIONALLY OMITTED
- F1 Subrecipient Acknowledgement and Confidentiality Agreements
- F2-F3 INTENTIONALLY OMITTED
- G Safely Surrender Baby Law
- H Subrecipient's Annual Budget
- I Sample Invoice Format
- J Jury Service Ordinance
- K Certification of No Conflict of Interest
- L Subrecipient's EEO Certification
- M Internal Revenue Service Notice 1015
- N Charitable Activities Compliance
- O Defaulted Tax Property Reduction Program

**CONTRACT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE**  
**AND**  
**RAINBOW SERVICES, LTD.**  
**FOR**  
**RECEIPT OF SUBRECIPIENT GRANT FUNDS**  
**FROM**  
**THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES**  
**THROUGH**  
**THE COUNTY VICTIM SERVICES (XC) PROGRAM**

This Contract and Exhibits are made and entered into by and between the County of Los Angeles, District Attorney hereinafter referred to as "County" and Rainbow Services, LTD., a California non-profit corporation hereinafter referred to as "Subrecipient," to receive subrecipient grant funds from the California Governor's Office of Emergency Services through the County Victim Services (XC) Program to provide Domestic Violence Shelter-Based Programs.

**RECITALS**

**WHEREAS**, the U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant) 15POVC-23-GG-00432-ASSI for VOCA23, with Assistance Listing (AL) number 16.575, Subaward number XC23 06 0190, have provided financial assistance to the County in the amount of \$2,296,618 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2024, through December 31, 2024, such XC Grant having been accepted by the Los Angeles County Board of Supervisors; and

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

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

**WHEREAS**, Domestic Violence Shelters which are located in Los Angeles County and which currently receive funding under sections 18294 and 18305 of the California Welfare and Institutions Code were identified by the VSSC, and approved by Cal OES in the XC Grant application submitted by the County, as victim service providers in need of additional funding to fill unmet needs/gaps in service; and

**WHEREAS**, the Subrecipient is a Domestic Violence Shelter located in the County of Los Angeles which currently receives funding under the County Domestic Violence Program Special Fund, pursuant to sections 18305 and 18294 of the California Welfare and Institutions Code and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to provide such services and VOCA matching funds as more fully set forth in this Agreement and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the County and the Subrecipient each desires to execute this Agreement as authorized by the Board of Supervisors;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, D, E, F1, G, H, I, J, K, L, M, N, and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

Exhibits:

- A Statement of Work
- B INTENTIONALLY OMITTED
- C INTENTIONALLY OMITTED
- D County's Administration
- E Subrecipient's Administration
- F INTENTIONALLY OMITTED
- F1 Subrecipient Acknowledgement and Confidentiality Agreements
- F2-F3 INTENTIONALLY OMITTED
- G Safely Surrender Baby Law
- H Subrecipient's Annual Budget
- I Sample Invoice Format
- J Jury Service Ordinance
- K Certification of No Conflict of Interest
- L Subrecipient's EEO Certification
- M Internal Revenue Service Notice 1015
- N Charitable Activities Compliance

O Defaulted Tax Property Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 9.1 – Changes and Amendments of Terms and signed by both parties.

## 2.0 DEFINITIONS

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

### 2.1 INTENTIONALLY OMITTED

**2.2 SUBRECIPIENT:** A Proposer who has entered into a contract with the County to perform work described in the contract and Statement of Work.

**2.3 SUBRECIPIENT PROJECT MANAGER:** The individual designated by the Subrecipient to administer the Contract operations after the Contract award.

**2.4 COUNTY CONTRACT ADMINISTRATOR (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.

**2.5 COUNTY CONTRACT PROGRAM MONITOR (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.

**2.6 COUNTY CONTRACT SECTION MANAGER:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.

**2.7 DAY(S):** Calendar day(s) unless otherwise specified.

**2.8 DEPARTMENT OR DISTRICT ATTORNEY:** The Los Angeles County District Attorney or his designee.

### 2.9 INTENTIONALLY OMITTED

**2.10 DOMESTIC VIOLENCE (DV):** Abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has had or is having a child or has had or is having a dating or engagement relationship.

**2.11 FISCAL YEAR (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.12 PARTICIPANT:** A Victim of Domestic Violence who receives services under this contract.
- 2.13 SERVICE PERIOD:** The time of the signing of this contract by both parties through December 31, 2024.
- 2.14 INTENTIONALLY OMITTED**
- 2.15 STATEMENT OF WORK (SOW):** A written description of tasks and/or deliverables to be provided by Subrecipient under this Contract.
- 2.16 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the Subrecipient shall fully perform all necessary activities involved in providing Domestic Violence Shelter-Based Program services as set forth in Exhibit A, Statement of Work - Domestic Violence Shelter-Based Program, and this Contract as set forth herein.
- 3.2** If Subrecipient provides any task, deliverable, service, or other work to County that utilizes other than approved Subrecipient Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Subrecipient for which Subrecipient shall have no claim whatsoever against County.
- 3.3** Subrecipient shall initiate and complete deliverables and milestones within the applicable time frame after receipt of approval for such tasks from the County. The County and Grantor may grant extensions to the time of performance for specific deliverables or milestones at its sole discretion. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the County. All extension requests must be approved by the County and the Grantor in writing during the term of this Agreement to be effective.

### **4.0 TERM OF CONTRACT**

- 4.1** This Contract is effective when both parties sign this Contract. This Contract shall expire on December 31, 2024 unless sooner terminated, in whole or in part, as provided herein.
- 4.2** County maintains databases that track/monitor Subrecipient performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.



**4.3 INTENTIONALLY OMITTED**

- 4.4** Subrecipient shall not charge participants any fees/cost for any services provided to the participant under this Contract.

**5.0 CONTRACT SUM/COMPENSATION**

- 5.1** The XC Program Domestic Violence Shelter subrecipient amount is \$71,000 for VOCA23 with a required VOCA match of 25 percent of the grant award -- \$17,750 with an option for a match waiver up to 100 percent which would reduce the required match to \$0 -- to be provided by the Subrecipient in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications>) and this Agreement. The County shall not be liable for any expenses not allowed by Cal OES. Subrecipient shall comply with any additional requirements set by the Cal OES. The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the XC Program change, the County may change the maximum amount as set forth by amendment to this Contract.

**5.2 INTENTIONALLY OMITTED**

- 5.3** The Subrecipient shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Subrecipient's duties, responsibilities, or obligations, or performance of same by any entity other than the Subrecipient, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.4 INTENTIONALLY OMITTED**

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

**5.6 INVOICES AND PAYMENTS**

- 5.6.1** Reimbursement requests must be submitted to the County on a monthly basis for expenses that were incurred in the previous month, accompanied by supporting documentation. Subrecipient shall invoice County no later than 15 days after the month service was rendered, using the XC Report of

Expenditures and Request for Funds, and Supporting Documents Checklist, which shall be provided to the Subrecipient by the County.

**5.6.2** Invoices under this Contract shall be submitted to the XC Grant Administrative Coordinator.

Subrecipient shall prepare, maintain, and provide to the XC Grant Administrative Coordinator, via email, the completed Report of Expenditures and Request for Funds form (signed by Subrecipient's Executive Director, or equivalent), along with the Supporting Documents Checklist form and all supporting documentation relating to both expenditures and the VOCA programmatic match, including, but not limited to, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement and the required VOCA programmatic match, no later than 5:00 PM on the 15<sup>th</sup> day of the subsequent month. All such supporting documentation shall satisfy applicable federal, state and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the County will not reimburse the Subrecipient for any costs incurred for such preparation.

The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.

The County will notify Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to Subrecipient for revision and shall be accepted by the County when such forms are accurate and complete. All invoices must be signed by an officer of the Subrecipient under penalty of perjury that the information submitted is true and correct.

**5.6.2.1** Subrecipient and the County have previously completed a mutually approved Budget attached hereto as Exhibit H and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Subrecipient shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. It is understood that the County makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the County. The Contract may be terminated immediately upon written notice to the Subrecipient of a loss or reduction of federal grant funds.

- 5.6.2.2** The County shall disburse to Subrecipient as consideration for the services to be provided by Subrecipient as set forth in this Agreement its allocated Grant amount not to exceed \$71,000 to be used solely in accordance with the Budget attached as Exhibit H. Such compensation shall be used in strict accordance with the Budget attached as Exhibit H. Subrecipient shall provide a VOCA programmatic match in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook (<https://www.caloes.ca.gov/cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications>) and this Agreement.
- 5.6.2.3** The foregoing rate represents the total compensation and reimbursement to be paid by County to Subrecipient for all services to be performed and costs incurred by Subrecipient pursuant to this Agreement.
- 5.6.2.4** The disbursement shall be on a reimbursement basis only.
- 5.6.2.5** Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor guidelines and 2 CFR Part 200, interest earned on Grant Funds must be reported and returned to the County. Subrecipient will maintain records of and account for any interest earned on Grant Funds. Subrecipient shall promptly return to the County all grant funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the grant funds allocated to Subrecipient is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the County.
- 5.6.2.6** Any request by Subrecipient to modify the Budget must be made in writing and must be approved in writing by the County and the Grantor during the term of this Agreement for such modification to be approved. In addition, any modifications to the Budget will only be deemed approved if Subrecipient's request for the modification is submitted to County in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the County. Subrecipient shall not expend any Grant Funds or incur any expenses that are to be reimbursed by Grant Funds in accordance with any contemplated modification of the Budget prior to such modification being approved in accordance with the provisions of this paragraph. Any of Subrecipient's expenses so incurred prior to the approval of a Budget modification, or any of Subrecipient's expenses incurred that are not in strict accordance with an approved modified Budget or are incurred after the Term of this Agreement,

shall be disallowed for reimbursement by Grant Funds under this Agreement. The County and the Grantor shall have the right, in each of their sole discretions, to decline any Budget modification requests, including any such requests untimely made. Subrecipient shall not submit requests for Budget modification more than twice a year.

**5.6.2.7** The Subrecipient understands and agrees that it may not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County or obligate the County to make payments of any costs or expenses, unless authorized in an approved Budget.

### **5.6.3 INTENTIONALLY OMITTED**

**5.6.4 COUNTY APPROVAL OF INVOICES:** All invoices submitted by Subrecipient must receive the written approval of County Contract Administrator.

**5.6.5 WITHHOLDING OF PAYMENT:** Payments to the Subrecipient will be made monthly provided that the Subrecipient is not in default under any provision of the Contract and has submitted a complete and accurate invoice. If Subrecipient fails to submit accurate, complete, and timely invoices, the County may withhold payment to Subrecipient up to the full amount of any invoice that would otherwise be due, until Subrecipient has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

**5.6.5.1** The County may withhold XC Grant funds and/or disallow expenditures anytime the project fails to comply with any term or condition of the Agreement. This may include, but is not limited to, the following:

Failure to submit the required Progress Reports in a timely manner;

Failure to submit the final reports from previous projects in a timely manner;

Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;

Inadequate maintenance of accounting records;

Failure to submit proof of bond coverage in a timely manner;

Failure to cooperate with or admit Cal OES staff or representatives (e.g., Program Specialists; Unit, Section, or Branch Chiefs, Monitors, et. al.) to review program and/or fiscal records; and/or

Failure to pay costs disallowed by Cal OES according to payment terms agreed to by the Subrecipient and in a timely manner.

County reserves the right to unilaterally decrease funds allocated to Subrecipient as set forth herein in the event that the County determines, in its sole discretion, that the Subrecipient has failed to provide adequate and satisfactory services as required in this Agreement.

**5.6.6 DELAY OF PAYMENT:** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Subrecipient shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Subrecipient.

## **5.7 ANNUAL FISCAL REPORT**

Subrecipient shall maintain its account as prescribed by the Generally Accepted Accounting Principles (GAAP). Subrecipient shall maintain annual Fiscal reports as prescribed by GAAP.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all County Administration referenced in the following Subsections are designated in Exhibit D. The County shall notify the Subrecipient in writing of any change in the names or addresses shown.

### **6.1 COUNTY CONTRACT SECTION MANAGER (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Subrecipient. The CSM, or designee, is the approving authority for invoices.

### **6.2 COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**

The County's SCCA is the person assigned to:

- 6.2.1** Oversee the overall management and coordination of the operations of this Contract; and
- 6.2.2** Providing direction to Subrecipient on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

### **6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Subrecipient to contact with any questions.

**6.3.1** The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on

request, such information, coordination, documentation, and materials as may be reasonably required by Subrecipient to perform the service;

- coordinating and monitoring the work of Subrecipient personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;
- monitoring, evaluating, and reporting Subrecipient performance and progress on the Contract;
- providing direction to Subrecipient in the areas relating to County policy, information requirements, invoicing requirements, and procedural requirements.

#### **6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Subrecipient. The CPM reports to the CCA.

### **7.0 ADMINISTRATION OF CONTRACT - SUBRECIPIENT**

#### **7.1 SUBRECIPIENT'S PROJECT MANAGER**

**7.1.1** Subrecipient's Project Manager is designated in Exhibit E. The Subrecipient shall notify the County in writing of any change in the name or address of the Subrecipient's Project Manager within five (5) business days of such change.

**7.1.2** Subrecipient's Project Manager shall be responsible for Subrecipient's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

#### **7.2 SUBRECIPIENT'S AUTHORIZED OFFICIAL(S)**

**7.2.1** Subrecipient's Authorized Official(s) are designated in Exhibit E. Subrecipient shall promptly notify County in writing of any change in the name(s) or address(es) of Subrecipient's Authorized Official(s) within five (5) business days of such change.

**7.2.2** Subrecipient represents and warrants that all requirements of Subrecipient have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Subrecipient.

#### **7.3 INTENTIONALLY OMITTED**

#### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

For the duration of this contract, Subrecipient agrees to maintain the same standard for background and security investigations as were in effect at the inception of the contract.

## **7.5 CONFIDENTIALITY**

**7.5.1** Subrecipient shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the Federal Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.

**7.5.1.1** Subrecipient employees (staff, counselors, and volunteers) shall be thoroughly trained on how to maintain client confidentiality and related laws.

**7.5.1.2** Subrecipient staff and volunteers providing direct services to children exposed to violence shall adhere to the strictest levels of confidentiality as defined in the statutes and regulations mandated by California Law, the code and ethics of the American Association of Marriage and Family Therapists, California Association of Marriage and Family therapy, the National Association of Social Workers and Subrecipient policies and procedures.

**7.5.1.3** These standards of confidentiality oblige the Subrecipient NOT to discuss information about a client, including the content of any information received by, from, or about the client, and even the fact of the existence of a professional relationship with Subrecipient, except under a few exceptional circumstances as specifically required by law. These circumstances are when there is: 1) A serious threat of harm to a reasonably identifiable victim, 2) In the cases of child maltreatment, or 3) Abuse of elders or dependent adults. Any such disclosures are only made following consultation with a Licensed Clinician and or legal counsel.

**7.5.1.4** Subrecipient employees (staff and volunteers) shall create, maintain, store, transfer, and dispose of client records in ways that protect confidentiality and are in accordance with applicable regulations or laws.

**7.5.1.4.1** All records shall be kept in locked cabinets that are stored within locked offices at Subrecipient's premises. Clinical records shall not be removed from Subrecipient's premises.

**7.5.1.4.2** Subrecipient shall take reasonable steps to ensure that documentation in records is accurate, limited, and accurately reflects the services provided.

**7.5.1.4.3** The information shared by clients and/or maintained in client records belongs to the client and shall not be shared without permission granted through a formal release of information and approval by a supervisor.

**7.5.2** Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Paragraph 7.5 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**7.5.3** Subrecipient shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

**7.5.4** Subrecipient shall sign and adhere to the provisions of the "Subrecipient Acknowledgment and Confidentiality Contract," Exhibit F1.

**7.5.5** INTENTIONALLY OMITTED

**7.5.6** INTENTIONALLY OMITTED

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

**8.1.1** The Subrecipient shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against any claims which the Subrecipient may have against the County.



- 8.1.2** Shareholders, partners, members, or other equity holders of Subrecipient may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Subrecipient to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.1.3** Any assumption, assignment, delegation, or takeover of any of the Subrecipient's duties, responsibilities, obligations, or performance of same by any entity other than the Subrecipient, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Subrecipient as it could pursue in the event of default by Subrecipient.

## **8.2 AUTHORIZATION WARRANTY**

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

## **8.3 COMPLAINTS**

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

- 8.3.1** Within 15 business days after the Contract effective date, the Subrecipient shall provide the County with the Subrecipient's policy for receiving, investigating, and responding to user complaints.
- 8.3.2** The County will review the Subrecipient's policy and provide the Subrecipient with approval of said plan or with requested changes.
- 8.3.3** If the County requests changes in the Subrecipient's policy, the Subrecipient shall make such changes and resubmit the plan within five business days for County approval.
- 8.3.4** If, at any time, the Subrecipient wishes to change the Subrecipient's policy, the Subrecipient shall submit proposed changes to the County for approval before implementation.
- 8.3.5** The Subrecipient shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.

- 8.3.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.3.7** Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

#### **8.4 COMPLIANCE WITH APPLICABLE LAW**

- 8.4.1** In the performance of this Contract, Subrecipient shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.4.2** Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Paragraph 8.4 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **8.4.3 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

## **8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

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

### **8.5.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless Subrecipient has demonstrated to the County's satisfaction either that Subrecipient is not a "Subrecipient" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Subrecipient qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Subrecipient shall have and adhere to a written policy that provides that its Employees shall receive from the Subrecipient, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Subrecipient or that the Subrecipient deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Subrecipient" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Subrecipient and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Subrecipient. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Subrecipient has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Subrecipient uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
3. If Subrecipient is not required to comply with the Jury Service Program when the Contract commences, Subrecipient shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Subrecipient shall immediately notify County if Subrecipient at any time either comes within the Jury Service Program's definition of "Subrecipient" or if Subrecipient no longer qualifies for an exception to the Jury Service Program. In either event,

Subrecipient shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Subrecipient demonstrate to the County's satisfaction that Subrecipient either continues to remain outside of the Jury Service Program's definition of "Subrecipient" and/or that Subrecipient continues to qualify for an exception to the Program.

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

## **8.6 CONFLICT OF INTEREST**

- 8.6.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Subrecipient or have any other direct or indirect financial interest in this Contract. No officer or employee of the Subrecipient who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.6.2** The Subrecipient shall comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If the Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances and completion of Exhibit K, Certification of No Conflict of Interest. Failure to comply with the provisions of this Subsection 8.6 shall be a material breach of this Contract.

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

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

## **8.8 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS**

**8.8.1** Should the Subrecipient require additional or replacement personnel after the effective date of this Contract, the Subrecipient will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Subrecipient's minimum qualifications for the open position. For this purpose, consideration will mean that the Subrecipient will interview qualified candidates. The County will refer GAIN/START participants by job category to the Subrecipient. Subrecipients must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto:bservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

**8.8.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

## **8.9 SUBRECIPIENT RESPONSIBILITY AND DEBARMENT**

### **8.9.1 RESPONSIBLE SUBRECIPIENT**

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

### **8.9.2 CHAPTER 2.202 OF THE COUNTY CODE**

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

### **8.9.3 NON-RESPONSIBLE SUBRECIPIENT**

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

### **8.9.4 SUBRECIPIENT HEARING BOARD**

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

5. The Subrecipient Hearing Board will consider a request for review of a debarment determination only where (1) the Subrecipient has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Subrecipient Hearing Board will provide notice of the hearing on the request. At the hearing, the Subrecipient Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Subrecipient Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Subrecipient Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Subrecipient Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Subrecipient Hearing Board.

#### **8.10 SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Subrecipient acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Subrecipient understands that it is the County's policy to encourage all County Subrecipients to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Subrecipient's place of business. The County's Department of Children and Family Services will supply the Subrecipient with the poster to be used. Information on how to receive the poster can be found on the Internet at <https://lacounty.gov/residents/public-safety/baby-safe-surrender-program>.

#### **8.11 SUBRECIPIENT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.11.1 The Subrecipient acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.11.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Subrecipient's duty under this Contract to comply with all applicable provisions of law, the Subrecipient warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting

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

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

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

#### **8.13 INTENTIONALLY OMITTED**

#### **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

**8.14.1** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by law.

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

#### **8.15 FACSIMILE REPRESENTATIONS**

The County and the Subrecipient hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to



Subsection 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.16 FAIR LABOR STANDARDS**

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

#### **8.17 FORCE MAJEURE**

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

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

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

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

#### **8.19 INDEPENDENT SUBRECIPIENT STATUS**

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

- 8.19.2** The Subrecipient shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Subrecipient.
- 8.19.3** The Subrecipient understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Subrecipient and not employees of the County. The Subrecipient shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Subrecipient pursuant to this Contract.
- 8.19.4** The Subrecipient shall adhere to the provisions stated in Subsection 7.5 – Confidentiality.

## **8.20 INDEMNIFICATION**

The Subrecipient shall indemnify, defend and hold harmless the County, its Special Districts (“County Indemnitees”), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Subrecipient’s acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

Without limiting Subrecipient's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Subrecipient shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types, and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Subrecipient for liabilities which may arise from or relate to this Contract.

### **8.21.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Subrecipient’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

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

Los Angeles County District Attorney's Office  
Grants and Contracts Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

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

#### **8.21.2 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County and its Agents") shall be provided additional insured status under Subrecipient's General Liability policy with respect to liability arising out of Subrecipient's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply

with respect to liability and defense of suits arising out of the Subrecipient's acts or omissions, whether such liability is attributable to the Subrecipient or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.21.3 CANCELLATION OF INSURANCE**

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

#### **8.21.4 FAILURE TO MAINTAIN INSURANCE**

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

#### **8.21.5 INSURER FINANCIAL RATINGS**

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

#### **8.21.6 SUBRECIPIENT'S INSURANCE SHALL BE PRIMARY**

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

#### **8.21.7 WAIVERS OF SUBROGATION**

To the fullest extent permitted by law, the Subrecipient hereby waives its rights and its insurer(s)' rights of recovery against County under all the

Required Insurance for any loss arising from or relating to this Contract. The Subrecipient shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

**8.21.8 INTENTIONALLY OMITTED**

**8.21.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)**

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

**8.21.10 CLAIMS MADE COVERAGE**

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

**8.21.11 APPLICATION OF EXCESS LIABILITY COVERAGE**

Subrecipients may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**8.21.12 SEPARATION OF INSURED**

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

**8.21.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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

**8.21.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

## **8.22 INSURANCE COVERAGE**

**8.22.1 COMMERCIAL GENERAL LIABILITY INSURANCE** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

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

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

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

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

## **8.23 INTENTIONALLY OMITTED**

## **8.24 INTENTIONALLY OMITTED**

## **8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.25.1** The Subrecipient certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.25.2** The Subrecipient shall certify to, and comply with, the provisions of Exhibit L - Subrecipient's EEO Certification.
- 8.25.3** The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.25.4** The Subrecipient certifies and agrees that it will deal with its subcontractors, bidders, or Subrecipients without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.25.5** The Subrecipient certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.25.6** The Subrecipient shall allow County representatives access to the Subrecipient's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.25 when so requested by the County.
- 8.25.7** If the County finds that any provisions of this Subsection 8.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Subrecipient has violated Federal or State anti-discrimination laws or

regulations shall constitute a finding by the County that the Subrecipient has violated the anti-discrimination provisions of this Contract.

#### **8.26 NON-EXCLUSIVITY**

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

#### **8.27 NOTICE OF DELAYS**

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

#### **8.28 NOTICE OF DISPUTES**

The Subrecipient shall bring to the attention of the Supervising County Contract Administrator and/or County Contract Section Manager any dispute between the County and the Subrecipient regarding the performance of services as stated in this Contract. If the Supervising County Contract Administrator or County Contract Section Manager is not able to resolve the dispute, the District Attorney or his designee shall resolve it.

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

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

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

The Subrecipient shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Contract and is also available on the Internet at <https://lacounty.gov/residents/public-safety/baby-safe-surrender-program/> for printing purposes.

#### **8.31 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D, County's Administration and Exhibit E, Subrecipient's Administration. Addresses may be changed by either party giving ten days' prior



written notice thereof to the other party. The District Attorney or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## **8.32 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

## **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Subrecipient; all information obtained in connection with the County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those exceptions in the California Government Code Section 7921 *et seq.* (Public Records Act) and/or which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

**8.33.3** Subrecipient shall not reveal in such document submitted to the County as set forth in this section 8.33 the identity of any child/client, employee or volunteer.

## **8.34 PUBLICITY**

**8.34.1** The Subrecipient shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Subrecipient's need to identify its services and related clients to sustain itself, the County shall not inhibit the Subrecipient from publishing its role under this Contract within the following conditions:

- The Subrecipient shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Subrecipient shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- The Subrecipient shall make specific reference to the County and the Grantor as the sponsoring agency and that the Subrecipient is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Subrecipient shall make specific reference to the County and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Subrecipient shall also coordinate press releases with the County and Grantor for maximum impact.

**8.34.2** The Subrecipient may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.34 shall apply.

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

The Subrecipient shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles (GAAP). To the extent permitted by law, the Subrecipient shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Records shall be maintained in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook and this Agreement. Subrecipient shall comply with any additional record keeping requirements by the Cal OES.

Subrecipient shall maintain timekeeping records (to reflect personnel, salary, hours worked, location worked, and related fringe benefits/indirects), in addition to original documentation of costs (such as receipts) claimed during the project period. Original receipts must be stamped "paid."

Subrecipient shall maintain programmatic records of victims' services, including sign-in sheets, case record notations, telephonic contact, and email communications.

Subrecipient shall compile a case file for each minor victim which includes, at a minimum, informed consent, intake document, initial needs assessment, documentation of services provided, consent to treat, progress notes and a termination of services summary.

For the match, Subrecipient shall maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the Subrecipient for its own paid employees.

The Subrecipient agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, unless prohibited by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Subrecipient and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Subrecipient shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.35.1** In the event that an audit of the Subrecipient is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Subrecipient or otherwise, to the extent permitted by law, Subrecipient shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Subrecipient's receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.35.2** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, to the extent permitted by law, representatives of the County may conduct an audit of the Subrecipient regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Subrecipient, then the difference shall be either: a) repaid by the Subrecipient to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Subrecipient from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Subrecipient, then the difference shall be paid to the Subrecipient by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.36 RECYCLED BOND PAPER**

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

### **8.37 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Subrecipient to maintain compliance with the requirements set forth in Subsection 8.11- Subrecipient's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Subrecipient to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Subrecipient, pursuant to County Code Chapter 2.202.

### **8.38 TERMINATION FOR CONVENIENCE**

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

**8.38.2** After receipt of a notice of termination and except as otherwise directed by the County, the Subrecipient shall immediately:

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.38.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Subrecipient under this Contract shall be maintained by the Subrecipient in accordance with Subsection 8.35, Record Retention and Inspection/Audit Settlement.

### **8.39 TERMINATION FOR DEFAULT**

**8.39.1** The County may, by written notice to the Subrecipient, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:

- Subrecipient has materially breached this Contract;

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

**8.39.2 INTENTIONALLY OMITTED**

**8.39.3 INTENTIONALLY OMITTED**

**8.39.4 INTENTIONALLY OMITTED**

**8.39.5** The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.40 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

**8.41 TERMINATION FOR INSOLVENCY**

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

- Insolvency of the Subrecipient. The Subrecipient shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal

Bankruptcy Code and whether or not the Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Subrecipient under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Subrecipient; or
- The execution by the Subrecipient of a general assignment for the benefit of creditors.

**8.41.2** The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

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

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

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

#### **8.44 VALIDITY**

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

#### **8.45 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

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

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

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

**8.47.1** Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

**8.47.2** Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Subrecipient to maintain compliance with the requirements set forth in Paragraph 8.47 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Subrecipient to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Subrecipient, pursuant to County Code Chapter 2.206.

#### **8.49 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Subrecipient acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Subrecipients from engaging in human trafficking.

If a Subrecipient or member of Subrecipient's staff is convicted of a human trafficking offense, the County will require that the Subrecipient or member of Subrecipient's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Subrecipient's staff pursuant to this paragraph will not relieve Subrecipient of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **8.50 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES**

Subrecipient, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Subrecipient's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.51 COMPLIANCE WITH COUNTY POLICY OF EQUITY**

The Subrecipient acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Subrecipient further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Subrecipient, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Subrecipient, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Subrecipient to termination of contractual agreements as well as civil liability.

#### **8.52 INTENTIONALLY OMITTED**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CHANGES AND AMENDMENT OF TERMS**

**9.1.1** The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change Notice shall be prepared and signed by the Subrecipient and by the District Attorney or his designee.

**9.1.2** For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Subrecipient and by the District Attorney or his designee.

**9.1.3** The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Subrecipient and by the District Attorney or his designee.



## **9.2 SUBRECIPIENT'S CHARITABLE ACTIVITIES COMPLIANCE**

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

## **9.3 CHILD/ELDER ABUSE AND WELFARE FRAUD REPORTING**

- 9.3.1** Subrecipient staff working on this Contract shall comply with California Penal Code Section 11164, et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Subrecipient staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with Penal Code Sections 11166 and 11167.
- 9.3.2** Child abuse reports shall also be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.3.3** Subrecipient staff working on this Contract shall comply with California Welfare and Institutions Code Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Subrecipient staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.
- 9.3.4** Elder abuse reports shall also be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Subrecipient became aware of the suspected instance of elder abuse.
- 9.3.5** Subrecipient staff working on this Contract shall also immediately report all suspected welfare fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

## **9.4 SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

## **9.5 COMPLIANCE WITH REGULATIONS**

SUBRECIPIENT agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

**9.5.1** Subrecipient shall maintain all licenses required to perform the Contract.

**9.5.2** Subrecipient shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Subrecipient of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

**9.5.3** Subrecipient certifies that the Subrecipient and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

## **9.6 REPORTING REQUIREMENTS**

**9.6.1** Subrecipient shall provide information to the County detailing the number of clients served under XC Grant funding.

**9.6.2** Subrecipient shall use the Performance Measurement Tool (PMT) in Excel Spreadsheet format provided by the County to track statistical information on a monthly basis.

**9.6.3** Subrecipient shall electronically submit (by email) the monthly PMT report in the format provided (no PDF) to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM on the 10<sup>th</sup> day of the subsequent month.

- 9.6.4** Subrecipient shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 01/01/2024 – 03/31/2024, due 04/10/2024

Period: 04/01/2024 – 06/30/2024, due 07/10/2024

Period: 07/01/2024 – 09/30/2024, due 10/10/2024

Period: 10/01/2024 – 12/31/2024, due 01/10/2025

- 9.6.5** Subrecipient may be required to enter information related to clients served (and partially served) under XC Grant funding for monthly statistical purposes using an electronic case/data management system provided by the County.

“Served” clients are defined as victims who received the service(s) they requested, if those services were funded by XC Grant funding.

“Partially served” clients are defined as victims who received some service(s), but not all of the services they requested, if those services were funded by XC grant funding.

- 9.6.6** Subrecipient may be subject to additional reporting requirements by the Grantor.

## **9.7 PROGRAM CONSIDERATIONS**

- 9.7.1** Subrecipient shall charge no fees to victims for services rendered.

- 9.7.2** Subrecipient shall provide services to all victims regardless of race, ethnicity, religion, socio-economic status, gender, sexual orientation, national origin, or immigration status.

- 9.7.3** Subrecipient shall develop protocols to safeguard client information, disclosing exceptions to client confidentiality therein.

- 9.7.4** Subrecipient shall conduct ongoing communication with the County to develop best practices, to ensure appropriate staffing and to engage in conflict resolution.

- 9.7.5** Subrecipient shall coordinate and cooperate with County request for site visits to Subrecipient's office and/or field offices. Site visits will be conducted on a regular basis, with a minimum of one visit every six months during the Contract Term.

- 9.7.6** Subrecipient's allocations and use of funds under this Contract shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the California Office of Emergency Services Subrecipient Handbook

[2023 Subrecipient Handbook](#) and this Contract. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives of expanding and enhancing the XC program, which were submitted and approved by the Grantor as part of the application for the Grant. Subrecipient shall not use Grant Funds to provide long-term or short-term legal representation. Subrecipient agrees and acknowledges that that Grant Funds it receives will not supplant (replace) non-Federal funds.

- 9.7.7** Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the XC Grant and has the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project funded through XC Grant Funds and this Contract. Subrecipient shall assure that XC Grant Funds allocated to it are used for allowable, fair, and reasonable costs only and will not be transferred between other grant programs or fiscal years. Subrecipient shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.
- 9.7.8** Subrecipient hereby certifies and warrants that it is an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under Section 501(a) of said Code. Subrecipient shall assure that Grant Funds allocated to it under this Contract are used for allowable, fair, and reasonable costs only and will not be transferred between other grant programs or fiscal years. Subrecipient shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.
- 9.7.9** Notwithstanding anything to contrary in this Contract, Subrecipient shall not use any portion of the XC Grant Funds towards any part of the annual cash compensation of any employee of the Subrecipient whose total cash annual cash compensation exceeds 110% of the maximum salary payable to a member of the state or federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal system, for that year.

**SIGNATURES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this CONTRACT to be executed by the District Attorney or his designee and SUBRECIPIENT has caused this CONTRACT to be executed in its behalf by its duly authorized officer who SUBRECIPIENT warrants under penalty of perjury is authorized to bind this SUBRECIPIENT, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
GEORGE GASCÓN  
District Attorney  
County of Los Angeles

\_\_\_\_\_ Date

**RAINBOW SERVICES, LTD.**

By: \_\_\_\_\_  
MARCI FUKURODA  
Director of Operations

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**  
DAWYN R. HARRISON  
County Counsel

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

\_\_\_\_\_ Date

**STATEMENT OF WORK**

**COUNTY OF LOS ANGELES DISTRICT ATTORNEY’S OFFICE**

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

**EXHIBIT A- STATEMENT OF WORK**

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## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance victim services in the County. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide victim services that support achievement of the County's Strategic Plan Mission, Values, Goals, and performance outcomes.

The County's vision is to create a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of creating connection for people, communities, and government is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation. These shared values are encompassed in the County Strategic Plan Goal 1 (Make Investments That Transform Lives – Increasing our focus on prevention initiatives; Enhancing our delivery of comprehensive interventions; and Reforming service delivery within our justice systems). County Strategic Plan Goal 2 (Foster Vibrant and Resilient Communities – Drive Economic and Workforce Development in the County; Support the Wellness of our Communities; and Make Environmental Sustainability Our Daily Reality). County Strategic Plan Goal 3 (Realize Tomorrow's Government Today – Continually Pursue Development of Our Workforce; Embrace Digital Government for the Benefit of our Internal Customers and Communities; Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Engage and Share Information with Our Customers, Communities and Partners). This requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

### **1.0 INTRODUCTION**

The U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 15POVC-23-GG-00432-ASSI for VOCA23, with Assistance Listing (AL) number 16.575, Subaward number XC22 06 0190, have provided financial assistance to the County in the amount of \$2,296,618 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2024 through December 31, 2024, such XC Grant having been accepted by the Los Angeles County Board of Supervisors.

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

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

The VSSC determined that Domestic Violence Shelters in Los Angeles County, as defined by Welfare and Institutions Code section 18290 et. seq., were underfunded and that distribution of XC Grant funds to these Domestic Violence Shelters would improve services. The Subrecipient is a Domestic Violence Shelter, as defined by Welfare and Institutions Code section 18290 et. seq., located in the County of Los Angeles and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to support the XC Grant and shall provide such services as more fully set forth in this Contract and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Contract.

The County and the Subrecipient each desires to execute this Contract as authorized by the Board of Supervisors.

## **2.0 MANDATED PROGRAM REQUIREMENTS**

- 2.1** The Mandated Program Requirements define the minimum required tasks for the provision of Shelter-Based services to victims of domestic violence. Subrecipient is obligated to provide the services and follow the requirements described herein.
- 2.2** The term of this Agreement shall commence on January 1, 2024, and end December 31, 2024 (the “Term”), and any additional period of time as is required to complete any necessary Grant close-out activities. Said Term is subject to the provisions herein. Performance shall not commence until the Subrecipients has obtained the County’s approval of the insurance required in section 8 herein.
- 2.3** The Contract shall provide the services set forth in, and in accordance with this section and the Budget and Budget Narrative (“Budget”) as set forth in Exhibit H attached hereto and made a part hereof. All work is subject to prior County approval in writing. Failure to receive approval may result in withholding compensation pursuant to section 9. Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Grant funds. Subrecipient further warrants that such written authorization specifies that Contract and the governing board or authorized body agree:
  - 2.3.1** To provide all matching funds required under the Grant and that any cash match will be appropriated as required.
  - 2.3.2** That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipients and the governing board or authorized body.
  - 2.3.3** That Grant funds shall not be used to supplant expenditures controlled by the governing board or authorized body.
  - 2.3.4** That the official executing the Agreement is, in fact, authorized to do so. Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.



## **2.4 PROJECT OVERVIEW**

- 2.4.1** The funding for this project is from the XC Grant; Rainbow Services, LTD. is receiving funding as a subrecipient of this grant.
  - 2.4.1.1** The total project cost shall not exceed \$88,750 and will pay for personnel and operating expenses as outlined in the attached Budget.
  - 2.4.1.2** During the Contract Term, Subrecipients shall receive Grant funding in the amount of \$71,000.
  - 2.4.1.3** During the Term, Subrecipient shall be required to meet a required VOCA match of 25 percent of the grant award, which is \$17,750, with an option for a match waiver up to 100 percent which would reduce the required match to \$0.
  - 2.4.1.3.1** Subrecipient shall meet the match through either In-Kind or Cash contributions, or a combination of both, and such match shall not be reimbursed by Grant funds.
- 2.4.2** The purpose of the Subrecipient's work under this Contract is to address unmet gaps and needs in direct services to victims by increasing services to address the emotional and practical needs of victims of domestic violence.
- 2.4.3** The Subrecipient understands that the County may have, or subsequently enter into, other contracts with service providers for identical or similar services; therefore, Subrecipient agrees that this Contract does not grant an exclusive right to Subrecipients to provide all contracted services identified in this agreement.

## **2.5 SCOPE OF WORK**

- 2.5.1** Within the context of the above, Subrecipient shall provide the following services described herein to victims of domestic violence and make every effort to provide culturally and linguistically appropriate services.
  - 2.5.1.1** Subrecipient shall provide victim services to victims of domestic violence. Per the VOCA Final Program Guidelines, "services" are defined as (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security (i.e., boarding-up broken windows and replacing locks.)
- 2.6** Services will be provided at the Subrecipient's primary place of business, located at 453 W. 7th Street, San Pedro, 90731-3207, unless provisions for services are requested off-site to meet the needs of the victim.

- 2.7** Subrecipient shall provide a client-centered service delivery model to ensure the reduction of barriers for victims in need of services, such as transportation and childcare activities to generate a supportive system of care.
- 2.8** Subrecipient shall provide services for victims with disabilities and others with access and functional needs, ensuring equality of services to victims with special needs.
- 2.9** Consistent with Welfare and Institutions Code section 18293 through 18307, Subrecipient shall ensure the following:
  - 2.9.1** Subrecipient shall operate a domestic violence shelter 24 hours a day, seven days a week, at a site that is physically located in Los Angeles County.
  - 2.9.2** Subrecipient shall receive and make use of any funds available from governmental, voluntary, philanthropic, or other sources that may be used to augment any State or County funds.
  - 2.9.3** Subrecipient shall make every attempt to qualify the Domestic Violence Shelter for any available federal funding.
  - 2.9.4** Subrecipient's primary function shall be to administer Domestic Violence Shelter services.
  - 2.9.5** Subrecipient shall provide the following basic services to victims of domestic violence and their children:
    - a) Shelter on a 24-hour a day, seven days a week basis.
    - b) A 24-hour a day, seven days a week telephone hotline for crisis calls.
    - c) Temporary housing and food facilities.
    - d) Psychological support and peer counseling provided in accordance with section 1037.1 of the Evidence Code.
    - e) Referrals to existing services in the community.
    - f) A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services.
    - g) Arrangements for school age children to continue their education during their stay at the Domestic Violence Shelter.
    - h) Emergency transportation as feasible.
  - 2.9.6** Subrecipient shall provide, to the extent possible, and in conjunction with already existing community services, a method of obtaining the following services for the victims of domestic violence:
    - a) Medical care.
    - b) Legal Assistance.
    - c) Psychological support and counseling.
    - d) Information regarding other available social services.
  - 2.9.7** Subrecipient shall demonstrate the following:
    - a) Ability to serve a variety of cultural backgrounds.

- b) Provide a list identifying its bilingual personnel and the language spoken.
  - c) Efforts made to recruit formerly battered persons as staff members.
- 2.9.8** Subrecipient's staff shall meet the requirements set forth in California Evidence Code section 1037.1.
- 2.9.9** Subrecipient shall train and use volunteers to the maximum capacity in the delivery of domestic violence shelter-based program services. Subrecipient shall certify all volunteers have met the training requirements set forth in California Evidence Code section 1037.1.
- 2.9.10** Subrecipient shall work with social service agencies, schools, and law enforcement agencies in an advocacy capacity for those served by the Domestic Violence Shelter.
- 2.9.11** Subrecipient shall certify that it will attempt to achieve community support and acceptance of the program by advocating the program to community representatives and groups within the community.

### **3.0 STAFFING**

- 3.1** Subrecipient's staff shall adhere to the standards set forth in Welfare and Institutions Code section 18290 *et seq.*
- 3.2** Subrecipient shall operate continuously throughout the entire term of this Contract.
- 3.4** All Subrecipients' staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 3.5** Subrecipient shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Subrecipient staff shall be bilingual.
- 3.6** To the extent feasible, Subrecipient shall provide services to persons with a physical disability who are victims of domestic violence. If the Subrecipient cannot provide the services, then the Subrecipient shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- 3.7** Subrecipient's staff designated to create and submit invoices shall complete the Contract Invoicing System training required by the County.

### **4.0 REPORTING REQUIREMENTS**

During the Term of this Agreement, Subrecipient shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 01/01/2024 – 03/31/2024, due 04/10/2024

Period: 04/01/2024 – 06/30/2024, due 07/10/2024

Period: 07/01/2024 – 09/30/2024, due 10/10/2024

Period: 10/01/2024 – 12/31/2024, due 01/10/2025

## **5.0 CHARGES TO PARTICIPANTS**

Subrecipient shall provide Domestic Violence Shelter services at **NO COST** to Participants.

## **6.0 OTHER REQUIREMENTS**

### **6.1 ORIGINAL PUBLICATIONS**

Original publications (written, visual, or sound) produced in whole or in part must contain the following statement: “Funding made possible through the United States Department of Justice, Victims of Crime Act, 15POVC-23-GG-00432-ASSI,” All job announcements must indicate that Subrecipient is an Equal Employment Opportunity Employer.

### **6.2 USE OF COUNTY SEAL AND DISTRICT ATTORNEY DEPARTMENT LOGO**

Subrecipient shall not use or display the official seal of the County or the District Attorney Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **6.3 LOCATION OF SERVICES**

**6.3.1** Subrecipient shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

**6.3.2** Subrecipient shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

**6.3.3** Subrecipient shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

## **7.0 MONITORING**

Annually, Subrecipient shall certify that Rainbow Services, LTD. meets the Mandated Program Requirements set forth in Section 2.0 herein and the staffing requirements set forth in Section 3.0. District Attorney shall annually evaluate Subrecipient's compliance with the other requirements of the Contract. District Attorney shall not require Subrecipient to provide any information in violation of Welfare and Institutions Code section 18301. In lieu of providing such information, the Subrecipient shall certify under penalty of perjury that the Subrecipient is in compliance with the relevant Contract provisions.

### **7.1 HEALTH AND FIRE INSPECTIONS**

Subrecipient understands and agrees that County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Subrecipient's service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Subrecipient shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Subrecipient shall forward a copy of the Health or Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

### **7.2 INSPECTIONS**

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections at any Shelter site(s) that house and provide Domestic Violence Shelter-based services.

### **7.3 CLEAN AND SAFE FACILITIES**

Subrecipient understands and agrees that, for the duration of this Contract, Subrecipient shall ensure that each Subrecipient facility (shelter location) and environment (e.g., beds, living area, bathrooms, kitchen etc.) for the Clients is clean and safe. Failure to do so will result in the termination of this contract pursuant to Section 8.39, Termination For Default.

## **8.0 QUALITY CONTROL PLAN**

Subrecipient shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- A. Method of monitoring to ensure that Contract requirements are being met;
- B. Method for identifying, preventing, and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- C. A written report by the Subrecipient documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.
- D. Data collection and monitoring systems to ensure that services are equitable for all participants.

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**



**COUNTY'S ADMINISTRATION**

CONTRACT NO.: DV11-2024 – LADA – XC GRANT SUBRECIPIENT

**COUNTY CONTRACT SECTION MANAGER:**

Name: Tanishia G. Wright  
Title: Director, Bureau of Victim Services,  
Los Angeles County District Attorney's Office  
Address: 211 W. Temple St., Suite 1200, Los Angeles, CA 90012  
Telephone: (213) 716-2437  
E-Mail Address: TWright@da.lacounty.gov

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: Navjot Kaur  
Title: Director, Bureau of Administrative Services,  
Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: (213) 257-2772  
E-Mail Address: NKaur@da.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Lidia Youssef  
Title: Chief, Budget and Fiscal Services Division,  
Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: (213) 257-2821  
E-Mail Address: LYoussef@da.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Melanie Rubio  
Title: XC Grant Analyst,  
Bureau of Administrative Services,  
Grants and Contracts Section,  
Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: (213) 257-2803  
E-Mail Address: MRubio@da.lacounty.gov

**SUBRECIPIENT'S ADMINISTRATION****SUBRECIPIENT'S NAME:** Rainbow Services, LTD.

CONTRACT NO.: DV11-2024 – LADA – XC GRANT SUBRECIPIENT

**SUBRECIPIENT'S PROJECT DIRECTOR:**

Name: Marci Fukuroda  
Title: Director of Operations  
Address: 453 W 7th Street, San Pedro, CA 90731-3207  
Telephone: (424) 264-0644  
E-Mail Address: MFukuroda@rainbowservicesdv.org

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**SUBRECIPIENT'S AUTHORIZED OFFICIAL(S):**

Name: Gina Lansing  
Title: Director of Finance  
Address: 453 W 7th Street, San Pedro, CA 90731-3207  
Telephone: (424) 264-0645  
E-Mail Address: GLansing@rainbowservicesdv.org

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Name: Jackie Hernandez  
Title: Compliance Manager  
Address: 453 W 7th Street, San Pedro, CA 90731-3207  
Telephone: (424) 264-0636  
E-Mail Address: JHernandez@rainbowservicesdv.org

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**Notices to Subrecipient shall be sent to the following address:**

Name: Marci Fukuroda  
Title: Director of Operations  
Address: 453 W 7th Street, San Pedro, CA 90731-3207  
Telephone: (424) 264-0644  
E-Mail Address: MFukuroda@rainbowservicesdv.org

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**INTENTIONALLY OMITTED**

## **SUBRECIPIENT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Subrecipient Name: Rainbow Services, LTD.

Contract No.: DV11-2024 – LADA – XC GRANT SUBRECIPIENT

### **GENERAL INFORMATION:**

The Subrecipient referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Subrecipient Acknowledgement and Confidentiality Agreement.

### **SUBRECIPIENT ACKNOWLEDGEMENT:**

Subrecipient understands and agrees that the Subrecipient employees, consultants, Outsourced Vendors and independent Subrecipients (Subrecipient's Staff) that will provide services in the above referenced agreement are Subrecipient's sole responsibility. Subrecipient understands and agrees that Subrecipient's Staff must rely exclusively upon Subrecipient for payment of salary and any and all other benefits payable by virtue of Subrecipient's Staff's performance of work under the above-referenced Contract.

Subrecipient understands and agrees that Subrecipient's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Subrecipient's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Subrecipient understands and agrees that Subrecipient's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

### **CONFIDENTIALITY AGREEMENT:**

Subrecipient and Subrecipient's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Subrecipient and Subrecipient's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Subrecipient and Subrecipient's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Subrecipient and Subrecipient's Staff understand that if they are involved in County work, the County must ensure that Subrecipient and Subrecipient's Staff, will protect the confidentiality of such data and information. Consequently, Subrecipient must sign this Confidentiality Agreement as a condition of work to be provided by Subrecipient's Staff for the County.

Subrecipient and Subrecipient's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Subrecipient and the County of Los Angeles. Subrecipient and Subrecipient's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Subrecipient and Subrecipient's Staff agree to report any and all violations of this contract by Subrecipient and Subrecipient's Staff and/or by any other person of whom Subrecipient and Subrecipient's Staff become aware.

Subrecipient and Subrecipient's Staff acknowledge that violation of this contract may subject Subrecipient and Subrecipient's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

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

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

**SAFELY SURRENDERED BABY LAW**

**THERE'S A BETTER CHOICE.**  
**SAFELY SURRENDER YOUR BABY.**

Any fire station. Any hospital. Any time.

1.877.222.9723  **BabySafeLA.org**

No shame | No blame | No names





Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.  
**1.877.222.9723**  
**BabySafeLA.org**

**THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.**



No shame | No blame | No names



### FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

### ANSWERS TO YOUR QUESTIONS

#### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

#### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

#### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

#### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

#### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

#### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

#### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or [BabySafeLA.org](http://BabySafeLA.org)**

English, Spanish and 140 other languages spoken.

# *Ley de* Entrega de Bebés *Sin Peligro*

*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: Rainbow Services, Ltd.		Grant Subaward #:DV11-2022
A. Personal Costs - Line-item description and calculation	23 VOCA	Total Amount Allocated
<b><u>GRANT PERIOD 01/01/2024 - 12/31/2024</u></b>		
<b>Personnel for Skills Training</b>		
<b>Direct Service</b> skills training to improve direct service provision to victims of crime (Domestic Violence Victims).		
9.5 FTE Residential Advocates x \$19/hr x 6 hrs = \$1,083	\$1,083	\$1,083
1 Residential Manager-ER Shelter x \$31/hr x 6 hrs = \$186	\$186	\$186
1 Residential Manager-TH Shelter x \$30/hr x 6 hrs = \$186	\$186	\$186
1 Director of Shelters x \$38.46/hr x 6 hrs = \$231	\$231	\$231
1 Director of Support Services x \$41/hr x 12 hrs = \$245	\$245	\$245
1 Associate Director Supportive Services x \$33.65/hr x 6 hrs = \$202	\$202	\$202
1 Children's Program Manager x \$28/hr x 6 hrs = \$168	\$168	\$168
4.5 FTE Children Program Aides x \$19/hr x 6 hrs = \$513	\$513	\$513
1 Intake & Advocacy Coordinator x \$25/hr x 6 hrs = \$150	\$150	\$150
1 Director Community Housing x \$38.46/hr x 6 hrs = \$231	\$231	\$231
1 Community Housing Manager x \$30/hr x 6 hrs = \$180	\$180	\$180
5 DV Housing Advocates x \$21/hr x 6 hrs = \$630	\$630	\$630
1 Housing Intake Specialist x \$21/hr x 6 hrs = \$126	\$126	\$126
4 Supportive Services Advocates x \$22/hr x 6 hrs = \$528	\$528	\$528
1 Family Counselors I x \$23/hr x 6 hrs = \$138	\$138	\$138
3 Family Counselors II x \$27/hr x 6 hrs = \$486	\$486	\$486
1 Education Program Coordinator x \$24/hr x 6 hrs = \$144	\$144	\$144
1 Education Program Aide x \$24/hr x 6 hrs = \$144	\$144	\$144
<b>Legal Staff</b> Training to enhance DV, Sexual Assault, dating and stalking victims:		
1 Director of Legal Services x \$44.42/hr x 12 hrs = \$533	\$533	\$533
1 Staff Attorney x \$36.06/hr x 12 hrs = \$433	\$433	\$433
1 Legal Services Mgr/Paralegal x \$28/hr x 12 hrs = \$336	\$336	\$336
1 Paralegal x \$24/hr x 12 hrs = \$288	\$288	\$288
1 Victim Advocate x \$21/hr x 12 hrs = \$252	\$252	\$252
<b>Staff Retreat for 60 staff:</b> Annual training for organization values and leadership thru DV advocacy.	\$6,500	\$6,500
<b>Employee Benefits &amp; Taxes for VOCA 23</b>		

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)

## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: Rainbow Services, Ltd.		Grant Subaward #:DV11-2022
A. Personal Costs - Line-item description and calculation	23 VOCA	Total Amount Allocated
FICA x 7.65% x \$13,913 = \$1,064	\$1,064	\$1,064
Health/Dental x 9.27% x \$13,913 = \$1,290	\$1,290	\$1,290
Retirement/401k x 2.5% x \$13,913 = \$348	\$348	\$348
Workers Compensation x 4.2% x \$13,913 = \$584	\$584	\$584
Personnel Costs Fund Source Totals	\$17,199	\$17,199
<b>PERSONNEL COSTS CATEGORY TOTAL</b>		<b>\$17,199</b>

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)



## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: Rainbow Services, Ltd.		
B. Operating Costs - Line-item description and calculation	23VOCA	Total Amount Allocated
<b><u>GRANT PERIOD 01/01/2024 - 12/31/2024</u></b>		
<b><u>Software data collection and management System</u></b>		
Rainbow Services uses the Efforts To Outcomes (ETO) data collection and management system, which is cloud-based software that is customized to meet the specific needs of each service provider agency. ETO enhances Rainbow Services' direct service provision by allowing direct service personnel to quickly access client service records from any of our six (6) direct service facilities, track individual client progress toward service goals, and produce service history records or other documentation of services needed by clients for use in court, or in determining eligibility for additional services/benefits available to victims of crime.		
<b><u>ETO Database support:</u></b> \$1500 month x 50% x \$12 months to provide updated processes for the requests of each provider/funder.	\$9,000	\$9,000
<b><u>Shelter Maintenance &amp; Repairs</u></b>		
Includes a pro-rated share of cost for repairing and/or maintaining items essential to the safety and health of victims at our Emergency and Transitional shelters. Due to the increase in market price and the age of the 2 buildings, plumbing, HVAC repair, alarm systems and window air conditioning units are needed. For the security of the participants and employees we are in need of a code-based entry system and upgraded fire alarm systems. The transitional shelter is in need of renovations/upgrades in the units.		
The below items are pro-rated at 20% of the unrestricted budget funding allocation for the Emergency and Transitional Shelters.		
Plumbing Repair, Landscaping Handyman work, Electrical, HVAC, etc.	\$19,851	\$19,851
New HVAC system at Emergency Shelter	\$9,000	\$9,000
Air conditioning wall units for each unit in the transitional shelter.	\$3,000	\$3,000
Code-based Entry System for the Emergency Shelter	\$6,200	\$6,200
Fire Alarm System due to the age of the existing system	\$6,750	\$6,750
<b>Operating Costs Fund Source Totals</b>	<b>\$53,801</b>	<b>\$53,801</b>
<b>OPERATING COSTS CATEGORY TOTAL</b>		<b>\$53,801</b>

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)

## SUBRECIPIENT'S ANNUAL BUDGET



### Grant Subaward Budget Pages

#### Multiple Fund Sources

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Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)

## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

<b>Subrecipient: Rainbow Services, Ltd.</b>		
<b>C. Equipment Costs</b> - Line-item description and calculation	<b>23VOCA</b>	<b>Total Amount Allocated</b>
<b>Grant Subaward Totals</b> - Totals must match the Grant Subaward Face Sheet	<b>20VOCA</b>	<b>Total Project Cost</b>
<b>Fund Source Totals</b>	<b>\$71,000</b>	<b>\$71,000</b>

Grant Subaward Budget Pages Multiple Fund Sources - Cal OES 2-106a (Revised 10/2020)



## SAMPLE INVOICE FORMAT

### Report of Expenditures and Request for Payment

**Submit form to:** VSGrantsPayments@caloes.ca.gov

**Abatelements Only - Mail to:** Cal OES Accounting  
3650 Schriever Avenue, Mather CA 95655

1. Grant Subaward #: \_\_\_\_\_
2. Subrecipient: \_\_\_\_\_
3. Program Code/Title: \_\_\_\_\_ Select \_\_\_\_\_
4. Payment Mailing Address: \_\_\_\_\_
5. Report Type: \_\_\_\_\_ Select \_\_\_\_\_
6. Additional: ☐ 7. Final: ☐
8. Reporting Period: \_\_\_\_\_ to \_\_\_\_\_

	Fund Source	Fund Source	Fund Source	Fund Source	Fund Source	
9. Select Fund Year	Yr	Yr	Yr	Yr	Yr	Total
10. Select Fund Source	Fund	Fund	Fund	Fund	Fund	
<b>11. TOTAL EXPENDITURES FOR REPORTING PERIOD (including those to support an advance)</b>						
A. Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Total Expenditures Reported	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>12. PAYMENT REQUESTED (must be equal to or less than total expenditures)</b>						
A. Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Total Payment Requested	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>13. AMOUNT OF MATCH CONTRIBUTED</b>						
A. Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Total Match Reported	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<p>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Subaward and federal Award (when applicable). I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).</p>						
	Typed Name		Signature		Date	
14. Financial Officer:						
15. Grant Subaward Director:						

Report of Expenditures and Request for Funds - Cal OES 2-201 (Revised 11/2023)

**Jury Service Ordinance**  
**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**SUBRECIPIENT EMPLOYEE JURY SERVICE**

**203.010 Findings:**

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

**2.203.020 Definitions:**

The following definitions shall be applicable to this chapter:

- A. “Subrecipient” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county Subrecipient and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a Subrecipient under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular Subrecipient; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The Subrecipient has a long-standing practice that defines the lesser number of hours as full-time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to Subrecipients who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Subrecipients with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Subrecipient Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

**2.203.070. Exceptions.**

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

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

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

### **2.203.090. Severability.**

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

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
  - b. Participated in any way in developing the contract or its service specifications; and**
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by this certification by the submitting department, district, or agency that the provisions of this section have not been violated.

Rainbow Services, LTD.

Subrecipient Name

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Vendor Official Title

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Official's Signature

**SUBRECIPIENT'S EEO CERTIFICATION**Rainbow Services, LTD.

Company Name

453 W. 7th Street, San Pedro, 90731-3207

Address

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

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

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Subrecipient has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Subrecipient periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Subrecipient has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Subrecipient has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

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

## INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2016)

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

The EIC is a refundable tax credit for certain workers.

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

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

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

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

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

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

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

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

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)  
Cat. No. 205991



**CHARITABLE CONTRIBUTIONS CERTIFICATION**Rainbow Services, LTD.

Company Name

453 W. 7th Street, San Pedro, 90731-3207

Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

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

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

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

**OR**

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

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

**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Rainbow Services, LTD.		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		Email address:
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Subrecipient certifies that:

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

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

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

**- OR -**

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

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

Print Name:	Title:
Signature:	Date:

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE**

**AND**

**CENTER FOR THE PACIFIC-ASIAN FAMILY, INC.**

**FOR**

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

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**Exhibits**

- A Statement of Work
- B INTENTIONALLY OMITTED
- C INTENTIONALLY OMITTED
- D County's Administration
- E Subrecipient's Administration
- F INTENTIONALLY OMITTED
- F1 Subrecipient Acknowledgement and Confidentiality Agreements
- F2-F3 INTENTIONALLY OMITTED
- G Safely Surrender Baby Law
- H Subrecipient's Annual Budget
- I Sample Invoice Format
- J Jury Service Ordinance
- K Certification of No Conflict of Interest
- L Subrecipient's EEO Certification
- M Internal Revenue Service Notice 1015
- N Charitable Activities Compliance
- O Defaulted Tax Property Reduction Program

**CONTRACT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE**  
**AND**  
**CENTER FOR THE PACIFIC-ASIAN FAMILY, INC.**  
**FOR**  
**RECEIPT OF SUBRECIPIENT GRANT FUNDS**  
**FROM**  
**THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES**  
**THROUGH**  
**THE COUNTY VICTIM SERVICES (XC) PROGRAM**

This Contract and Exhibits are made and entered into by and between the County of Los Angeles, District Attorney hereinafter referred to as "County" and Center for the Pacific-Asian Family, Inc., a California non-profit corporation hereinafter referred to as "Subrecipient," to receive subrecipient grant funds from the California Governor's Office of Emergency Services through the County Victim Services (XC) Program to provide Rape Crisis Center Programs.

**RECITALS**

**WHEREAS**, the U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 15POVC-23-GG-00432-ASSI for VOCA23, with Assistance Listing (AL) number 16.575, Subaward number XC23 06 0190, have provided financial assistance to the County in the amount of \$2,296,618 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2024, through December 31, 2024, such XC Grant having been accepted by the Los Angeles County Board of Supervisors; and

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

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

**WHEREAS**, Rape Crisis Centers which are located in Los Angeles County and which currently meet the definition set forth in Penal Code section 13837 were identified by the VSSC, and approved by Cal OES in the XC Grant application submitted by the County, as victim service providers in need of additional funding to fill unmet needs/gaps in service; and

**WHEREAS**, the Subrecipient is a Rape Crisis Center located in the County of Los Angeles which currently meets the definition set forth in Penal Code section 13837 and has been identified by the



VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to provide such services and VOCA matching funds as more fully set forth in this Agreement and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the County and the Subrecipient each desires to execute this Agreement as authorized by the Board of Supervisors;

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

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, D, E, F1, G, H, I, J, K, L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

### **Exhibits:**

- A Statement of Work
- B INTENTIONALLY OMITTED
- C INTENTIONALLY OMITTED
- D County's Administration
- E Subrecipient's Administration
- F INTENTIONALLY OMITTED
- F1 Subrecipient Acknowledgement and Confidentiality Agreements
- F2-F3 INTENTIONALLY OMITTED
- G Safely Surrender Baby Law
- H Subrecipient's Annual Budget
- I Sample Invoice Format
- J Jury Service Ordinance
- K Certification of No Conflict of Interest
- L Subrecipient's EEO Certification
- M Internal Revenue Service Notice 1015
- N Charitable Activities Compliance
- O Defaulted Tax Property Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 9.1 – Changes and Amendments of Terms and signed by both parties.

## **2.0 DEFINITIONS**

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

### **2.1 INTENTIONALLY OMITTED**

**2.2 SUBRECIPIENT:** A Proposer who has entered into a contract with the County to perform work described in the contract and Statement of Work.

**2.3 SUBRECIPIENT PROJECT MANAGER:** The individual designated by the Subrecipient to administer the Contract operations after the Contract award.

**2.4 COUNTY CONTRACT ADMINISTRATOR (CCA):** Person designated as chief contact person with respect to the day-to-day administration of the Contract as outlined in Section 6.0, Administration of Contract - County, Section 6.3.

**2.5 COUNTY CONTRACT PROGRAM MONITOR (CPM):** The individual designated by County with authority to act as outlined in Section 6.0, Administration of Contract - County, Subsection 6.4.

**2.6 COUNTY CONTRACT SECTION MANAGER:** Person designated by County Section Manager with authority to approve all invoices and act as outlined in Section 6.0, Administration of Contract – County, Subsection 6.1.

**2.7 DAY(S):** Calendar day(s) unless otherwise specified.

**2.8 DEPARTMENT OR DISTRICT ATTORNEY:** The Los Angeles County District Attorney or his designee.

### **2.9 INTENTIONALLY OMITTED**

**2.10 SEXUAL ASSAULT:** See definition set forth in Evidence Code section 1036.2.

**2.11 FISCAL YEAR (FY):** The twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>.

**2.12 PARTICIPANT:** A victim of Sexual assault who receives services under this Contract.

**2.13 SERVICE PERIOD:** The time of the signing of this contract by both parties through December 31, 2024.

**2.14 INTENTIONALLY OMITTED**

**2.15 STATEMENT OF WORK (SOW):** A written description of tasks and/or deliverables to be provided by Subrecipient under this Contract.

**2.16 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):** The individual designated by the County's Section Manager to oversee overall management of this contract as outlined in Section 6.0, Administration of Contract - County, Section 6.2.

**3.0 WORK**

**3.1** Pursuant to the provisions of this Contract, the Subrecipient shall fully perform all necessary activities involved in providing Rape Crisis Center-Based Program services as set forth in Exhibit A, Statement of Work - Rape Crisis Center-Based Program, and this Contract as set forth herein.

**3.2** If Subrecipient provides any task, deliverable, service, or other work to County that utilizes other than approved Subrecipient Personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the Total Maximum Amount as specified in the Contract as originally written or modified in accordance with Subsection 9.1, Changes and Amendments of Terms, these shall be gratuitous efforts on the part of Subrecipient for which Subrecipient shall have no claim whatsoever against County.

**3.3** Subrecipient shall initiate and complete deliverables and milestones within the applicable time frame after receipt of approval for such tasks from the County. The County and Grantor may grant extensions to the time of performance for specific deliverables or milestones at its sole discretion. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the County. All extension requests must be approved by the County and the Grantor in writing during the term of this Agreement to be effective.

**4.0 TERM OF CONTRACT**

**4.1** This Contract is effective when both parties sign this Contract. This Contract shall expire on December 31, 2024 unless sooner terminated, in whole or in part, as provided herein.

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

**4.3 INTENTIONALLY OMITTED**

**4.4** Subrecipient shall not charge participants any fees/cost for any services provided to the participant under this Contract.

## **5.0 CONTRACT SUM/COMPENSATION**

**5.1** The XC Program Rape Crisis Center subrecipient amount is \$92,000 for VOCA23 with a required VOCA match of 25 percent of the grant award – \$23,000 with an option for a match waiver up to 100 percent which would reduce the required match to \$0 – to be provided by the Subrecipient in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook [2023 Subrecipient Handbook \(ca.gov\)](https://www.caloes.ca.gov/Portals/0/documents/2023_Subrecipient_Handbook_(ca.gov).pdf) and this Agreement. The County shall not be liable for any expenses not allowed by Cal OES. Subrecipient shall comply with any additional requirements set by the Cal OES. The County shall not be liable in any event for payment in excess of this maximum amount. Should the funds available for the XC Program change, the County may change the maximum amount as set forth by amendment to this Contract.

## **5.2 INTENTIONALLY OMITTED**

**5.3** The Subrecipient shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Subrecipient's duties, responsibilities, or obligations, or performance of same by any entity other than the Subrecipient, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

## **5.4 INTENTIONALLY OMITTED**

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

## **5.6 INVOICES AND PAYMENTS**

**5.6.1** Reimbursement requests must be submitted to the County on a monthly basis for expenses that were incurred in the previous month, accompanied by supporting documentation. Subrecipient shall invoice County no later than 15 days after the month service was rendered, using the XC Report of Expenditures and Request for Funds, and Supporting Documents Checklist, which shall be provided to the Subrecipient by the County.

**5.6.2** Invoices under this Contract shall be submitted to the XC Grant Administrative Coordinator.

Subrecipient shall prepare, maintain, and provide to the XC Grant Administrative Coordinator, via email, the completed Report of Expenditures and Request for Funds form (signed by Subrecipient's Executive Director, or equivalent), along with the Supporting Documents Checklist form and all supporting documentation relating to both expenditures and the VOCA programmatic match, including, but not limited to, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement and the required VOCA programmatic match, no later than 5:00 PM on the 15<sup>th</sup> day of the subsequent month. All such supporting documentation shall satisfy applicable federal, state and County audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the County will not reimburse the Subrecipient for any costs incurred for such preparation.

The County may request, in writing, changes to the content and format of such documentation at any time, and the County reserves the right to request additional supporting documentation to substantiate costs incurred at any time.

The County will notify Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to Subrecipient for revision and shall be accepted by the County when such forms are accurate and complete. All invoices must be signed by an officer of the Subrecipient under penalty of perjury that the information submitted is true and correct.

**5.6.2.1** Subrecipient and the County have previously completed a mutually approved Budget attached hereto as Exhibit H and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Subrecipient shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. It is understood that the County makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the County. The Contract may be terminated immediately upon written notice to the Subrecipient of a loss or reduction of federal grant funds.

**5.6.2.2** The County shall disburse to Subrecipient as consideration for the services to be provided by Subrecipient as set forth in this Agreement its allocated Grant amount not to exceed \$92,000 to be used solely in accordance with the Budget attached as Exhibit H. Such compensation shall be used in strict accordance with the

Budget attached as Exhibit H. Subrecipient shall provide a VOCA programmatic match in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook [2023\\_Subrecipient\\_Handbook \(ca.gov\)](#) and this Agreement.

**5.6.2.3** The foregoing rate represents the total compensation and reimbursement to be paid by County to Subrecipient for all services to be performed and costs incurred by Subrecipient pursuant to this Agreement.

**5.6.2.4** The disbursement shall be on a reimbursement basis only.

**5.6.2.5** Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor guidelines and 2 CFR Part 200, interest earned on Grant Funds must be reported and returned to the County. Subrecipient will maintain records of and account for any interest earned on Grant Funds. Subrecipient shall promptly return to the County all grant funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the grant funds allocated to Subrecipient is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the County.

**5.6.2.6** Any request by Subrecipient to modify the Budget must be made in writing and must be approved in writing by the County and the Grantor during the term of this Agreement for such modification to be approved. In addition, any modifications to the Budget will only be deemed approved if Subrecipient's request for the modification is submitted to County in writing no later than thirty (30) days before the end of the Agreement Term and such request for the modification is in a form and manner approved by the County. Subrecipient shall not expend any Grant Funds or incur any expenses that are to be reimbursed by Grant Funds in accordance with any contemplated modification of the Budget prior to such modification being approved in accordance with the provisions of this paragraph. Any of Subrecipient's expenses so incurred prior to the approval of a Budget modification, or any of Subrecipient's expenses incurred that are not in strict accordance with an approved modified Budget or are incurred after the Term of this Agreement, shall be disallowed for reimbursement by Grant Funds under this Agreement. The County and the Grantor shall have the right, in each of their sole discretions, to decline any Budget modification requests, including any such requests untimely made. Subrecipient shall not submit requests for Budget modification more than twice a year.

**5.6.2.7** The Subrecipient understands and agrees that it may not make any financial commitment on behalf of the County, incur any cost or expense on behalf of the County or obligate the County to make payments of any costs or expenses, unless authorized in an approved Budget.

**5.6.3 INTENTIONALLY OMITTED**

**5.6.4 COUNTY APPROVAL OF INVOICES:** All invoices submitted by Subrecipient must receive the written approval of County Contract Administrator.

**5.6.5 WITHHOLDING OF PAYMENT:** Payments to the Subrecipient will be made monthly provided that the Subrecipient is not in default under any provision of the Contract and has submitted a complete and accurate invoice. If Subrecipient fails to submit accurate, complete, and timely invoices, the County may withhold payment to Subrecipient up to the full amount of any invoice that would otherwise be due, until Subrecipient has satisfied the concerns of the County. Approval of payment will not be unreasonably withheld.

**5.6.5.1** The County may withhold XC Grant funds and/or disallow expenditures anytime the project fails to comply with any term or condition of the Agreement. This may include, but is not limited to, the following:

Failure to submit the required Progress Reports in a timely manner;

Failure to submit the final reports from previous projects in a timely manner;

Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;

Inadequate maintenance of accounting records;

Failure to submit proof of bond coverage in a timely manner;

Failure to cooperate with or admit Cal OES staff or representatives (e.g., Program Specialists; Unit, Section, or Branch Chiefs, Monitors, et. al.) to review program and/or fiscal records; and/or

Failure to pay costs disallowed by Cal OES according to payment terms agreed to by the Subrecipient and in a timely manner.

County reserves the right to unilaterally decrease funds allocated to Subrecipient as set forth herein in the event that the County determines, in its sole discretion, that the Subrecipient has failed to provide adequate and satisfactory services as required in this Agreement.

**5.6.6 DELAY OF PAYMENT:** The County may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Contract. The Subrecipient shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Subrecipient.

## **5.7 ANNUAL FISCAL REPORT**

Subrecipient shall maintain its account as prescribed by the Generally Accepted Accounting Principles (GAAP). Subrecipient shall maintain annual Fiscal reports as prescribed by GAAP.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all County Administration referenced in the following Subsections are designated in Exhibit D. The County shall notify the Subrecipient in writing of any change in the names or addresses shown.

### **6.1 COUNTY CONTRACT SECTION MANAGER (CSM)**

The County Contract Section Manager has the authority to negotiate, recommend all changes to this Contract, and resolve disputes between the County and Subrecipient. The CSM, or designee, is the approving authority for invoices.

### **6.2 COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**

The County's SCCA is the person assigned to:

- 6.2.1** Oversee the overall management and coordination of the operations of this Contract; and
- 6.2.2** Providing direction to Subrecipient on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA, who is described in Section 6.3 below.

### **6.3 COUNTY CONTRACT ADMINISTRATOR (CCA)**

The County's CCA is County's chief contact person with respect to the day-to-day administration of this Contract. The CCA shall be the first person for Subrecipient to contact with any questions.

**6.3.1** The responsibilities of the CCA include:

- ensuring that the technical standards and task requirements articulated in the Contract are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Subrecipient to perform the service;
- coordinating and monitoring the work of Subrecipient personnel assigned to the Contract, and for ensuring that this Contract's objectives are met;



- monitoring, evaluating and reporting Subrecipient performance and progress on the Contract;
- providing direction to Subrecipient in the areas relating to County policy, information requirements, invoicing requirements, and procedural requirements.

#### **6.4 COUNTY CONTRACT PROGRAM MONITOR (CPM)**

The County's CPM is the designated staff with the authority to monitor any and all tasks, deliverables, services, or other work provided by or on behalf of Subrecipient. The CPM reports to the CCA.

### **7.0 ADMINISTRATION OF CONTRACT - SUBRECIPIENT**

#### **7.1 SUBRECIPIENT'S PROJECT MANAGER**

**7.1.1** Subrecipient's Project Manager is designated in Exhibit E. The Subrecipient shall notify the County in writing of any change in the name or address of the Subrecipient's Project Manager within five (5) business days of such change.

**7.1.2** Subrecipient's Project Manager shall be responsible for Subrecipient's day-to-day activities as related to this Contract and shall coordinate with County's Project Director on a regular basis with respect to services rendered.

#### **7.2 SUBRECIPIENT'S AUTHORIZED OFFICIAL(S)**

**7.2.1** Subrecipient's Authorized Official(s) are designated in Exhibit E. Subrecipient shall promptly notify County in writing of any change in the name(s) or address(es) of Subrecipient's Authorized Official(s) within five (5) business days of such change.

**7.2.2** Subrecipient represents and warrants that all requirements of Subrecipient have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Subrecipient.

#### **7.3 INTENTIONALLY OMITTED**

#### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

For the duration of this contract, Subrecipient agrees to maintain the same standard for background and security investigations as were in effect at the inception of the contract.

#### **7.5 CONFIDENTIALITY**

**7.5.1** Subrecipient shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the Federal Violence Against Woman Act (18 U.S.C. Sec. 2261 et seq.), California Welfare and Institutions Code Section 10850, County policies

concerning information technology security and the protection of confidential records and information.

**7.5.1.1** Subrecipient employees (staff, counselors, and volunteers) shall be thoroughly trained on how to maintain client confidentiality and related laws.

**7.5.1.2** Subrecipient staff and volunteers providing direct services to children exposed to violence shall adhere to the strictest levels of confidentiality as defined in the statutes and regulations mandated by California Law, the code and ethics of the American Association of Marriage and Family Therapists, California Association of Marriage and Family therapy, the National Association of Social Workers and Subrecipient policies and procedures.

**7.5.1.3** These standards of confidentiality oblige the Subrecipient NOT to discuss information about a client, including the content of any information received by, from, or about the client, and even the fact of the existence of a professional relationship with Subrecipient, except under a few exceptional circumstances as specifically required by law. These circumstances are when there is: 1) A serious threat of harm to a reasonably identifiable victim, 2) In the cases of child maltreatment, or 3) Abuse of elders or dependent adults. Any such disclosures are only made following consultation with a Licensed Clinician and or legal counsel.

**7.5.1.4** Subrecipient employees (staff and volunteers) shall create, maintain, store, transfer, and dispose of client records in ways that protect confidentiality and are in accordance with applicable regulations or laws.

**7.5.1.4.1** All records shall be kept in locked cabinets that are stored within locked offices at Subrecipient's premises. Clinical records shall not be removed from Subrecipient's premises.

**7.5.1.4.2** Subrecipient shall take reasonable steps to ensure that documentation in records is accurate, limited, and accurately reflects the services provided.

**7.5.1.4.3** The information shared by clients and/or maintained in client records belongs to the client and shall not be shared without permission granted through a formal release of information and approval by a supervisor.

**7.5.2** Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including,

without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Paragraph 7.5 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**7.5.3** Subrecipient shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

**7.5.4** Subrecipient shall sign and adhere to the provisions of the "Subrecipient Acknowledgment and Confidentiality Contract," Exhibit F1.

**7.5.5** INTENTIONALLY OMITTED

**7.5.6** INTENTIONALLY OMITTED

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

**8.1.1** The Subrecipient shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against any claims which the Subrecipient may have against the County.

**8.1.2** Shareholders, partners, members, or other equity holders of Subrecipient may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Subrecipient to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the

prior written consent of County in accordance with applicable provisions of this Contract.

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

## **8.2 AUTHORIZATION WARRANTY**

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

## **8.3 COMPLAINTS**

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

- 8.3.1** Within 15 business days after the Contract effective date, the Subrecipient shall provide the County with the Subrecipient's policy for receiving, investigating and responding to user complaints.
- 8.3.2** The County will review the Subrecipient's policy and provide the Subrecipient with approval of said plan or with requested changes.
- 8.3.3** If the County requests changes in the Subrecipient's policy, the Subrecipient shall make such changes and resubmit the plan within five business days for County approval.
- 8.3.4** If, at any time, the Subrecipient wishes to change the Subrecipient's policy, the Subrecipient shall submit proposed changes to the County for approval before implementation.
- 8.3.5** The Subrecipient shall preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.3.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.3.7** Copies of all written responses shall be sent to the County Contract Administrator within three business days of mailing to the complainant.

## **8.4 COMPLIANCE WITH APPLICABLE LAW**

**8.4.1** In the performance of this Contract, Subrecipient shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.4.2** Subrecipient shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Subrecipient, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Subrecipient's indemnification obligations under this Paragraph 8.4 shall be conducted by Subrecipient and performed by counsel selected by Subrecipient and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Subrecipient fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Subrecipient for all such costs and expenses incurred by County in doing so. Subrecipient shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

### **8.4.3 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

## **8.5 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

**8.5.1 JURY SERVICE PROGRAM:** This Contract is subject to the provisions of the County's ordinance entitled Subrecipient Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as

Exhibit J, Jury Service Ordinance and incorporated by reference into and made part of this Contract.

#### **8.5.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

1. Unless Subrecipient has demonstrated to the County's satisfaction either that Subrecipient is not a "Subrecipient" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Subrecipient qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Subrecipient shall have and adhere to a written policy that provides that its Employees shall receive from the Subrecipient, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Subrecipient or that the Subrecipient deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Subrecipient" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Subrecipient and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Subrecipient. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Subrecipient has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Subrecipient uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
3. If Subrecipient is not required to comply with the Jury Service Program when the Contract commences, Subrecipient shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Subrecipient shall immediately notify County if Subrecipient at any time either comes within the Jury Service Program's definition of "Subrecipient" or if Subrecipient no longer qualifies for an exception to the Jury Service Program. In either event, Subrecipient shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Subrecipient demonstrate to the County's satisfaction that Subrecipient either continues to remain outside of the Jury Service Program's definition of

“Subrecipient” and/or that Subrecipient continues to qualify for an exception to the Program.

4. Subrecipient’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Subrecipient from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.6 CONFLICT OF INTEREST**

**8.6.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Subrecipient or have any other direct or indirect financial interest in this Contract. No officer or employee of the Subrecipient who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

**8.6.2** The Subrecipient shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Subrecipient warrants that it is not now aware of any facts that create a conflict of interest. If the Subrecipient hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances and completion of Exhibit K, Certification of No Conflict of Interest. Failure to comply with the provisions of this Subsection 8.6 shall be a material breach of this Contract.

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

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

## **8.8 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS**

**8.8.1** Should the Subrecipient require additional or replacement personnel after the effective date of this Contract, the Subrecipient will give consideration

for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Subrecipient's minimum qualifications for the open position. For this purpose, consideration will mean that the Subrecipient will interview qualified candidates. The County will refer GAIN/START participants by job category to the Subrecipient. Subrecipients must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [bsservices@opportunity.lacounty.gov](mailto:bsservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

- 8.8.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

## **8.9 SUBRECIPIENT RESPONSIBILITY AND DEBARMENT**

### **8.9.1 RESPONSIBLE SUBRECIPIENT**

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

### **8.9.2 CHAPTER 2.202 OF THE COUNTY CODE**

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

### **8.9.3 NON-RESPONSIBLE SUBRECIPIENT**

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

### **8.9.4 SUBRECIPIENT HEARING BOARD**



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

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

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

#### **8.10 SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Subrecipient acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Subrecipient understands that it is the County's policy to encourage all County Subrecipients to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Subrecipient's place of business. The County's Department of Children and Family Services will supply the Subrecipient with the poster to be used. Information on how to receive the poster can be found on the Internet at <https://lacounty.gov/residents/public-safety/baby-safe-surrender-program>.

#### **8.11 SUBRECIPIENT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**8.11.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Subrecipient's duty under this Contract to comply with all applicable provisions of law, the Subrecipient warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

The County or its agent will evaluate the Subrecipient's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the

Subrecipient's compliance with all Contract terms and conditions and performance standards. Subrecipient deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Subrecipient. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

### **8.13 INTENTIONALLY OMITTED**

### **8.14 EMPLOYMENT ELIGIBILITY VERIFICATION**

**8.14.1** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by law.

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

### **8.15 FACSIMILE REPRESENTATIONS**

The County and the Subrecipient hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 9.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.16 FAIR LABOR STANDARDS**

The Subrecipient shall comply with all applicable provisions of the Federal Fair

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

## **8.17 FORCE MAJEURE**

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

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

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

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

## **8.19 INDEPENDENT SUBRECIPIENT STATUS**

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

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

- 8.19.3** The Subrecipient understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Subrecipient and not employees of the County. The Subrecipient shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Subrecipient pursuant to this Contract.
- 8.19.4** The Subrecipient shall adhere to the provisions stated in Subsection 7.5 – Confidentiality.

## **8.20 INDEMNIFICATION**

The Subrecipient shall indemnify, defend and hold harmless the County, its Special Districts (“County Indemnitees”), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Subrecipient’s acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

Without limiting Subrecipient's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Subrecipient shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.21 and 8.22 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Subrecipient pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Subrecipient for liabilities which may arise from or relate to this Contract.

### **8.21.1 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

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

Subrecipient identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

Los Angeles County District Attorney's Office  
Grants and Contracts Section  
Attention: XC Grant Administrator  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

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

#### **8.21.2 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE**

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

### **8.21.3 CANCELLATION OF INSURANCE**

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

### **8.21.4 FAILURE TO MAINTAIN INSURANCE**

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

### **8.21.5 INSURER FINANCIAL RATINGS**

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

### **8.21.6 SUBRECIPIENT'S INSURANCE SHALL BE PRIMARY**

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

### **8.21.7 WAIVERS OF SUBROGATION**

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

### **8.21.8 INTENTIONALLY OMITTED**

### **8.21.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)**

Subrecipient's policies shall not obligate the County to pay any portion of

any Subrecipient deductible or SIR. The County retains the right to require Subrecipient to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Subrecipient's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.21.10 CLAIMS MADE COVERAGE**

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

#### **8.21.11 APPLICATION OF EXCESS LIABILITY COVERAGE**

Subrecipients may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.21.12 SEPARATION OF INSURED**

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

#### **8.21.13 ALTERNATIVE RISK FINANCING PROGRAMS**

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

#### **8.21.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS**

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

### **8.22 INSURANCE COVERAGE**

#### **8.22.1 COMMERCIAL GENERAL LIABILITY INSURANCE** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million



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

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

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

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

**8.23 INTENTIONALLY OMITTED**

**8.24 INTENTIONALLY OMITTED**

**8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

- 8.25.2** The Subrecipient shall certify to, and comply with, the provisions of Exhibit L - Subrecipient's EEO Certification.
- 8.25.3** The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.25.4** The Subrecipient certifies and agrees that it will deal with its subcontractors, bidders, or Subrecipients without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.25.5** The Subrecipient certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.25.6** The Subrecipient shall allow County representatives access to the Subrecipient's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.25 when so requested by the County.
- 8.25.7** If the County finds that any provisions of this Subsection 8.25 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Subrecipient has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Subrecipient has violated the anti-discrimination provisions of this Contract.

**8.26 NON-EXCLUSIVITY**

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

**8.27 NOTICE OF DELAYS**

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

**8.28 NOTICE OF DISPUTES**

The Subrecipient shall bring to the attention of the Supervising County Contract Administrator and/or County Contract Section Manager any dispute between the County and the Subrecipient regarding the performance of services as stated in this Contract. If the Supervising County Contract Administrator or County Contract Section Manager is not able to resolve the dispute, the District Attorney or his designee shall resolve it.

**8.29 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

**8.30 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Subrecipient shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Contract and is also available on the Internet at <https://lacounty.gov/residents/public-safety/baby-safe-surrender-program> for printing purposes.

**8.31 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D, County's Administration and Exhibit E, Subrecipient's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The District Attorney or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## **8.32 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

## **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Subrecipient; all information obtained in connection with the County's right to audit and inspect Subrecipient's documents, books, and accounting records pursuant to Subsection 8.35 - Record Retention and Inspection/Audit Settlement of this Contract; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those exceptions in the California Government Code Section 7921 *et seq.* (Public Records Act) and/or which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

**8.33.3** Subrecipient shall not place in such document submitted to the County as set forth in this section 8.33 the confidential location of a Confidential Rape Crisis Center or reveal the identity of any shelter resident, employee or volunteer.

## **8.34 PUBLICITY**

**8.34.1** The Subrecipient shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Subrecipient's need to identify its services and related clients to sustain itself, the County shall not inhibit the Subrecipient from publishing its role under this Contract within the following conditions:

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

County's Project Director. The County shall not unreasonably withhold written consent.

- The Subrecipient shall make specific reference to the County and the Grantor as the sponsoring agency and that the Subrecipient is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio, or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Subrecipient shall make specific reference to the County and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Subrecipient shall also coordinate press releases with the County and Grantor for maximum impact.

**8.34.2** The Subrecipient may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.34 shall apply.

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

The Subrecipient shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles (GAAP). To the extent permitted by law, the Subrecipient shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Records shall be maintained in accordance with, and subject to, the guidance, regulation, and requirement set in the current edition of the California Office of Emergency Services Subrecipient Handbook [2023 Subrecipient Handbook \(ca.gov\)](#) and this Agreement. Subrecipient shall comply with any additional record keeping requirements by the Cal OES.

Subrecipient shall maintain timekeeping records (to reflect personnel, salary, hours worked, location worked, and related fringe benefits/indirects), in addition to original documentation of costs (such as receipts) claimed during the project period. Original receipts must be stamped "paid."

Subrecipient shall maintain programmatic records of victims' services, including sign-in sheets, case record notations, telephonic contact, and email communications.

Subrecipient shall compile a case file for each minor victim which includes, at a minimum, informed consent, intake document, initial needs assessment, documentation of services provided, consent to treat, progress notes and a termination of services summary.

For the match, Subrecipient shall maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must

be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the Subrecipient for its own paid employees.

The Subrecipient agrees that any State or federal agencies and the County, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract, unless prohibited by law. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Subrecipient and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Subrecipient at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Subrecipient shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.35.1** In the event that an audit of the Subrecipient is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the Subrecipient or otherwise, to the extent permitted by law, Subrecipient shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Subrecipient's receipt thereof. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

**8.36 RECYCLED BOND PAPER**

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

**8.37 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Subrecipient to maintain compliance with the requirements set forth in Subsection 8.11 - Subrecipient's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Subrecipient to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.39 - Termination for Default and pursue debarment of Subrecipient, pursuant to County Code Chapter 2.202.

**8.38 TERMINATION FOR CONVENIENCE**

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

**8.38.2** After receipt of a notice of termination and except as otherwise directed by the County, the Subrecipient shall immediately:

- Stop work under this Contract, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.38.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Subrecipient under this Contract shall be maintained by the Subrecipient in accordance with Subsection 8.35, Record Retention and Inspection/Audit Settlement.

**8.39 TERMINATION FOR DEFAULT**

**8.39.1** The County may, by written notice to the Subrecipient, terminate the whole or any part of this Contract, if, in the judgment of County's Program Director:

- Subrecipient has materially breached this Contract;

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

**8.39.2 INTENTIONALLY OMITTED**

**8.39.3 INTENTIONALLY OMITTED**

**8.39.4 INTENTIONALLY OMITTED**

**8.39.5** The rights and remedies of the County provided in this Subsection 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.40 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

**8.41 TERMINATION FOR INSOLVENCY**

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

- Insolvency of the Subrecipient. The Subrecipient shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal



Bankruptcy Code and whether or not the Subrecipient is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Subrecipient under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Subrecipient; or
- The execution by the Subrecipient of a general assignment for the benefit of creditors.

**8.41.2** The rights and remedies of the County provided in this Subsection 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.42 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

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

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

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

#### **8.44 VALIDITY**

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

#### **8.45 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 WARRANTY AGAINST CONTINGENT FEES**

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

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

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

**8.47.1** Subrecipient acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

**8.47.2** Unless Subrecipient qualifies for an exemption or exclusion, Subrecipient warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Subrecipient to maintain compliance with the requirements set forth in Paragraph 8.47 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Subrecipient to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Subrecipient, pursuant to County Code Chapter 2.206.

**8.49 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

Subrecipient acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Subrecipients from engaging in human trafficking.

If a Subrecipient or member of Subrecipient's staff is convicted of a human trafficking offense, the County will require that the Subrecipient or member of Subrecipient's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Subrecipient's staff pursuant to this paragraph will not relieve Subrecipient of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **8.50 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES**

Subrecipient, and its subcontractor, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Subrecipient's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.51 COMPLIANCE WITH COUNTY POLICY OF EQUITY**

The Subrecipient acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Subrecipient further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Subrecipient, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Subrecipient, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Subrecipient to termination of contractual agreements as well as civil liability.

#### **8.52 INTENTIONALLY OMITTED**

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 CHANGES AND AMENDMENT OF TERMS**

- 9.1.1** The County reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a Change Notice shall be prepared and signed by the Subrecipient and by the District Attorney or his designee.
- 9.1.2** For any change which affects the scope of work, term, Contract Sum, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Subrecipient and by the District Attorney or his designee.
- 9.1.3** The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Subrecipient and by the District Attorney or his designee.

## **9.2 SUBRECIPIENT'S CHARITABLE ACTIVITIES COMPLIANCE**

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

## **9.3 CHILD/ELDER ABUSE AND WELFARE FRAUD REPORTING**

- 9.3.1** Subrecipient staff working on this Contract shall comply with California Penal Code Section 11164, et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Subrecipient staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with Penal Code Sections 11166 and 11167.
- 9.3.2** Child abuse reports shall also be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.3.3** Subrecipient staff working on this Contract shall comply with California Welfare and Institutions Code Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Subrecipient staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with W&IC Sections 15630, 15633 and 15633.5.
- 9.3.4** Elder abuse reports shall also be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Subrecipient became aware of the suspected instance of elder abuse.
- 9.3.5** Subrecipient staff working on this Contract shall also immediately report all suspected welfare fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970.

## **9.4 SUBCONTRACTING**

Subcontracting is not permitted under this Contract.

## **9.5 COMPLIANCE WITH REGULATIONS**

SUBRECIPIENT agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857h)
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

**9.5.1** Subrecipient shall maintain all licenses required to perform the Contract.

**9.5.2** Subrecipient shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Subrecipient of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

**9.5.3** Subrecipient certifies that the Subrecipient and his/her principals are not debarred or suspended from federal financial assistance programs or activities.

## **9.6 REPORTING REQUIREMENTS**

**9.6.1** Subrecipient shall provide information to the County detailing the number of clients served under XC Grant funding.

**9.6.2** Subrecipient shall use the Performance Measurement Tool (PMT) in Excel Spreadsheet format provided by the County to track statistical information on a monthly basis.

**9.6.3** Subrecipient shall electronically submit (by email) the monthly PMT report in the format provided (no PDF) to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM on the 10<sup>th</sup> day of the subsequent month.

- 9.6.4** Subrecipient shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney’s Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 01/01/2024 – 03/31/2024, due 04/10/2024

Period: 04/01/2024 – 06/30/2024, due 07/10/2024

Period: 07/01/2024 – 09/30/2024, due 10/10/2024

Period: 10/01/2024 – 12/31/2024, due 01/10/2025

- 9.6.5** Subrecipient may be required to enter information related to clients served (and partially served) under XC Grant funding for monthly statistical purposes using an electronic case/data management system provided by the County.

“Served” clients are defined as victims who received the service(s) they requested, if those services were funded by XC Grant funding.

“Partially served” clients are defined as victims who received some service(s), but not all of the services they requested, if those services were funded by XC grant funding.

- 9.6.6** Subrecipient may be subject to additional reporting requirements by the Grantor.

## **9.7 PROGRAM CONSIDERATIONS**

- 9.7.1** Subrecipient shall charge no fees to victims for services rendered.

- 9.7.2** Subrecipient shall provide services to all victims regardless of race, ethnicity, religion, socio-economic status, gender, sexual orientation, national origin, or immigration status.

- 9.7.3** Subrecipient shall develop protocols to safeguard client information, disclosing exceptions to client confidentiality therein.

- 9.7.4** Subrecipient shall conduct ongoing communication with the County to develop best practices, to ensure appropriate staffing and to engage in conflict resolution.

- 9.7.5** Subrecipient shall coordinate and cooperate with County request for site visits to Subrecipient’s office and/or field offices. Site visits will be conducted on a regular basis, with a minimum of one visit every six months during the Contract Term.

- 9.7.6** Subrecipient’s allocations and use of funds under this Contract shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the California Office of Emergency Services Subrecipient Handbook

[2023 Subrecipient Handbook](#) and this Contract. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives of expanding and enhancing the XC program, which were submitted and approved by the Grantor as part of the application for the Grant. Subrecipient shall not use Grant Funds to provide long-term or short-term legal representation. Subrecipient agrees and acknowledges that that Grant Funds it receives will not supplant (replace) non-Federal funds.

- 9.7.7** Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the XC Grant and has the institutional, managerial, and financial capability to ensure proper planning, management and completion of the project funded through XC Grant Funds and this Contract. Subrecipient shall assure that XC Grant Funds allocated to it are used for allowable, fair, and reasonable costs only and will not be transferred between other grant programs or fiscal years. Subrecipient shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.
- 9.7.8** Subrecipient hereby certifies and warrants that it is an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under Section 501(a) of said Code. Subrecipient shall assure that Grant Funds allocated to it under this Contract are used for allowable, fair and reasonable costs only and will not be transferred between other grant programs or fiscal years. Subrecipient shall notify County and Grantor of any developments that have a significant impact on XC Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Contract.
- 9.7.9** Notwithstanding anything to contrary in this Contract, Subrecipient shall not use any portion of the XC Grant Funds towards any part of the annual cash compensation of any employee of the Subrecipient whose total cash annual cash compensation exceeds 110% of the maximum salary payable to a member of the state or federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal system, for that year.

**SIGNATURES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this CONTRACT to be executed by the District Attorney or his designee and SUBRECIPIENT has caused this CONTRACT to be executed in its behalf by its duly authorized officer who SUBRECIPIENT warrants under penalty of perjury is authorized to bind this SUBRECIPIENT, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
GEORGE GASCÓN  
District Attorney  
County of Los Angeles

\_\_\_\_\_ Date

**CENTER FOR THE PACIFIC-ASIAN FAMILY, INC**

By: \_\_\_\_\_  
PATIMA KOMOLAMIT  
Executive Director

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
County Counsel

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

\_\_\_\_\_ Date



## **STATEMENT OF WORK**

### **COUNTY OF LOS ANGELES DISTRICT ATTORNEY’S OFFICE**

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

### **EXHIBIT A- STATEMENT OF WORK**

### **TABLE OF CONTENTS**

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## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance victim services in the County. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide victim services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to create a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of creating connection for people, communities, and government is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation. These shared values are encompassed in the County Strategic Plan Goal 1 (Make Investments That Transform Lives – Increasing our focus on prevention initiatives; Enhancing our delivery of comprehensive interventions; and Reforming service delivery within our justice systems). County Strategic Plan Goal 2 (Foster Vibrant and Resilient Communities – Drive Economic and Workforce Development in the County; Support the Wellness of our Communities; and Make Environmental Sustainability Our Daily Reality). County Strategic Plan Goal 3 (Realize Tomorrow's Government Today – Continually Pursue Development of Our Workforce; Embrace Digital Government for the Benefit of our Internal Customers and Communities; Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Engage and Share Information with Our Customers, Communities and Partners). This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

### **1.0 INTRODUCTION**

The U.S. Department of Justice ("DOJ") and the California Governor's Office of Emergency Services ("Cal OES"), who are collectively the "Grantor," through the Victims of Crime Act ("VOCA") Victim Assistance Formula Grant Program ("Grant") 15POVC-23-GG-00432-ASSI for VOCA23, with Assistance Listing (AL) number 16.575, Subaward number XC23 06 0190, have provided financial assistance to the County in the amount of \$2,296,618 ("Grant Funds") to fund the County Victim Services (XC) Grant Program ("XC Grant") for the grant performance period January 1, 2024, through December 31, 2024, such XC Grant having been accepted by the Los Angeles County Board of Supervisors.

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

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

The VSSC determined that Rape Crisis Centers which are located in Los Angeles County and which currently meet the definition set forth in Penal Code section 13837, were underfunded and that distribution of XC Grant funds to these Rape Crisis Centers would improve services. The Subrecipient is a Rape Crisis Center located in Los Angeles County, which currently meets the definition set forth in Penal Code section 13837, and has been identified by the VSSC as a collaborating partner agency in the XC Grant that will provide victim services as a subrecipient under the XC Grant to support the XC Grant and shall provide such services as more fully set forth in this Contract and shall be reimbursed for such services through XC Grant funds, all in accordance with the terms and conditions of this Contract.

The County and the Subrecipient each desires to execute this Contract as authorized by the Board of Supervisors.

## **2.0 MANDATED PROGRAM REQUIREMENTS**

- 2.1** The Mandated Program Requirements define the minimum required tasks for the provision of services to victims of sexual assault under this Contract. Subrecipient is obligated to provide the services and follow the requirements described herein.
- 2.2** The term of this Agreement shall commence on January 1, 2024, and end December 31, 2024 (the “Term”), and any additional period of time as is required to complete any necessary Grant close-out activities. Said Term is subject to the provisions herein. Performance shall not commence until the Subrecipients has obtained the County’s approval of the insurance required in section 8 herein.
- 2.3** The Contract shall provide the services set forth in, and in accordance with this section and the Budget and Budget Narrative (“Budget”) as set forth in Exhibit H attached hereto and made a part hereof. All work is subject to prior County approval in writing. Failure to receive approval may result in withholding compensation pursuant to section 9. Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Grant funds. Subrecipient further warrants that such written authorization specifies that Contract and the governing board or authorized body agree:
  - 2.3.1** To provide all matching funds required under the Grant and that any cash match will be appropriated as required.
  - 2.3.2** That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipients and the governing board or authorized body.
  - 2.3.3** That Grant funds shall not be used to supplant expenditures controlled by the governing board or authorized body.
  - 2.3.4** That the official executing the Agreement is, in fact, authorized to do so. Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

## **2.4 PROJECT OVERVIEW**

**2.4.1** The funding for this project is from the XC Grant; Center for the Pacific-Asian Family, Inc. is receiving funding as a subrecipient of this grant.

**2.4.1.1** The total project cost shall not exceed \$115,000 and will pay for personnel and operating expenses as outlined in the attached Budget.

**2.4.1.2** During the Contract Term, Subrecipients shall receive Grant funding in the amount of \$92,000.

**2.4.1.3** During the Term, Subrecipient shall be required to meet a required VOCA match of 25 percent of the grant award, which is \$23,000, with an option for a match waiver up to 100 percent which would reduce the required match to \$0.

**2.4.1.3.1** Subrecipient shall meet the match through either In-Kind or Cash contributions, or a combination of both, and such match shall not be reimbursed by Grant funds.

**2.4.2** The purpose of the Subrecipient's work under this Contract is to address unmet gaps and needs in direct services to victims by increasing services to address the emotional and practical needs of victims of sexual assault.

**2.4.3** The Subrecipient understands that the County may have, or subsequently enter into, other contracts with service providers for identical or similar services; therefore, Subrecipient agrees that this Contract does not grant an exclusive right to Subrecipients to provide all contracted services identified in this agreement.

## **2.5 SCOPE OF WORK**

**2.5.1** Within the context of the above, Subrecipient shall provide the following services described herein to victims of sexual assault and make every effort to provide culturally and linguistically appropriate services.

**2.5.1.1** Subrecipient shall provide victim services to victims of sexual assault. Per the VOCA Final Program Guidelines, "services" are defined as (1) respond to the emotional and physical needs of crime victims; (2) assist primary and secondary victims of crime to stabilize their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security (i.e., boarding-up broken windows and replacing locks.)

**2.6** Services will be provided at the Subrecipient's primary place of business, located at 3424 Wilshire Blvd., #1000, Los Angeles, CA 90010-2261, unless provisions for services are requested off-site to meet the needs of the victim.

**2.7** Subrecipient shall provide a client-centered service delivery model to ensure the reduction of barriers for victims in need of services, such as transportation and child care activities to generate a supportive system of care.

- 2.8** Subrecipient shall provide services for victims with disabilities and others with access and functional needs, ensuring equality of services to victims with special needs.

### **3.0 STAFFING**

- 3.1** Subrecipient's staff providing Rape Crisis Center services shall meet all guidelines set forth in Penal Code section 13837.
- 3.2** Subrecipient shall operate continuously throughout the entire term of this Contract.
- 3.4** All Subrecipients' staff providing services under this Contract and/or having any direct interaction with Participants served under this Contract shall be able to fluently read, write, speak, and understand English.
- 3.5** Subrecipient shall serve a variety of cultural backgrounds, and to the extent possible, a portion of the Subrecipient staff shall be bilingual.
- 3.6** To the extent feasible, Subrecipient shall provide services to persons with a physical disability who are victims of sexual assault. If the Subrecipient cannot provide the services, then the Subrecipient shall assist in referring the person with a physical disability to other programs and services in the community where assistance may be obtained.
- 3.7** Subrecipient's staff designated to create and submit invoices shall complete the Contract Invoicing System training required by the County.

### **4.0 REPORTING REQUIREMENTS**

During the Term of this Agreement, Subrecipient shall electronically submit (by email) a quarterly narrative summarizing personnel and performance goals to the District Attorney's Bureau of Victim Services Director, no later than 5:00 PM, based on the following five quarters (reporting periods) and deadlines:

Period: 01/01/2024 – 03/31/2024, due 04/10/2024

Period: 04/01/2024 – 06/30/2024, due 07/10/2024

Period: 07/01/2024 – 09/30/2024, due 10/10/2024

Period: 10/01/2024 – 12/31/2024, due 01/10/2025

### **5.0 CHARGES TO PARTICIPANTS**

Subrecipient shall provide Rape Crisis Center services at **NO COST** to Participants.

## **6.0 OTHER REQUIREMENTS**

### **6.1 ORIGINAL PUBLICATIONS**

Original publications (written, visual, or sound) produced in whole or in part must contain the following statement: “Funding made possible through the United States Department of Justice, Victims of Crime Act, 15POVC-23-GG-00432-ASSI,” All job announcements must indicate that Subrecipient is an Equal Employment Opportunity Employer.

### **6.2 USE OF COUNTY SEAL AND DISTRICT ATTORNEY DEPARTMENT LOGO**

Subrecipient shall not use or display the official seal of the County or the District Attorney Department logo on any of its letterhead or other communications for any reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

### **6.3 LOCATION OF SERVICES**

**6.3.1** Subrecipient shall continuously manage and operate a drop-in center and confidential shelter location for which funds are being provided through this Contract.

**6.3.2** Subrecipient shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of the Director of the Department of Public Social Services or authorized designee before modifying or terminating services, revising hours of service delivered at such location(s), and/or before commencing such services at any other location.

**6.3.3** Subrecipient shall maintain the building and surrounding areas in a manner consistent with applicable local, state, and federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and/or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical site location shall be acceptable to the public.

## **7.0 MONITORING**

Annually, Subrecipient shall certify that Center for the Pacific-Asian Family, Inc. meets the Mandated Program Requirements set forth in Section 2.0 herein and the staffing requirements set forth in Section 3.0. District Attorney shall annually evaluate Subrecipient’s compliance with the other requirements of the Contract. District Attorney shall not require Subrecipient to provide any information in violation of Welfare and Institutions Code section 18301. In lieu of providing such information, the Subrecipient shall certify under penalty of perjury that the Subrecipient is in compliance with the relevant Contract provisions.

## **7.1 HEALTH AND FIRE INSPECTIONS**

Subrecipient understands and agrees that County may have the appropriate Department of Public Health or Fire (Los Angeles County or jurisdictional city) inspect the Subrecipient's service sites as often as once every three months or upon receipt of a complaint to determine if the facility is sanitary, healthful, and otherwise safe for its intended or actual use.

Subrecipient shall be provided with a written report as to the conditions at the facility and shall either correct any deficiencies within thirty (30) business days of receipt of the report or may request an extension of time from the appropriate Public Health or Fire Department to make such corrections. Subrecipient shall forward a copy of the Health or Fire Department's response to County. Failure to permit inspection or cure the defects(s) in a timely manner shall constitute grounds for the termination of this Contract.

## **7.2 INSPECTIONS**

Authorized representatives of County and State agencies shall have the right to monitor and conduct on-site inspections at any Shelter site(s) that house and provide Rape Crisis Center services to victims of sexual assault. County reserves the right to conduct site visits, as deemed necessary.

## **7.3 CLEAN AND SAFE FACILITIES**

Subrecipient understands and agrees that, for the duration of this Contract, Subrecipient shall ensure that each Subrecipient facility (shelter location) and environment (e.g. beds, living area, bathrooms, kitchen etc.) for the Clients is clean and safe. Failure to do so will result in the termination of this contract pursuant to Section 8.39, Termination For Default.

## **8.0 QUALITY CONTROL PLAN**

Subrecipient shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- A. Method of monitoring to ensure that Contract requirements are being met;
- B. Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- C. A written report by the Subrecipient documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear

description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the County upon request.

- D. Data collection and monitoring systems to ensure that services are equitable for all participants.



**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

**COUNTY'S ADMINISTRATION**

CONTRACT NO.: RC02-2024 – LADA – XC Grant Subrecipient

**COUNTY CONTRACT SECTION MANAGER:**

Name: Tanishia G. Wright  
Title: Director, Bureau of Victim Services,  
Los Angeles County District Attorney's Office  
Address: 211 W. Temple St., Suite 1200, Los Angeles, CA 90012  
Telephone: (213) 716-2437  
E-Mail Address: TWright@da.lacounty.gov

**COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**

Name: Navjot Kaur  
Title: Director, Bureau of Administrative Services,  
Los Angeles County District Attorney's Office  
Address: 210 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: (213) 257-2772  
E-Mail Address: NKaur@da.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Lidia Youssef  
Title: Chief, Budget and Fiscal Services Division,  
Los Angeles County District Attorney's Office  
Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: (213) 257-2821  
E-Mail Address: LYoussef@da.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Melanie Rubio  
Title: XC Grant Analyst,  
Bureau of Administrative Services,  
Grants and Contracts Section,  
Los Angeles County District Attorney's Office  
Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012  
Telephone: (213) 257-2803  
E-Mail Address: MRubio@da.lacounty.gov

**SUBRECIPIENT'S ADMINISTRATION****SUBRECIPIENT'S NAME:** Center for the Pacific-Asian Family, Inc.

CONTRACT NO.: RC02-2024 – LADA – XC Grant Subrecipient

**SUBRECIPIENT'S PROJECT DIRECTOR:**

Name: Patima Komolamit  
Title: Shelter Program Director  
Address: 3424 Wilshire Blvd., #1000, Los Angeles, CA 90010-2261  
Telephone: (323) 653-4045 ext. 108  
E-Mail Address: PatimaK@cpfa.info

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**SUBRECIPIENT'S AUTHORIZED OFFICIAL(S):**

Name: Janice Oshiro  
Title: Fiscal Director  
Address: 3424 Wilshire Blvd., #1000, Los Angeles, CA 90010-2261  
Telephone: (323) 653-4045 ext. 301  
E-Mail Address: Janice.Oshiro@cpaf.info

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Name: Sayaka Hashiguchi  
Title: Shelter Program Manager  
Address: 3424 Wilshire Blvd., #1000, Los Angeles, CA 90010-2261  
Telephone: (323) 653-4045 ext. 225  
E-Mail Address: SayakaH@cpaf.info

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**Notices to Subrecipient shall be sent to the following address:**

Name: Debra Suh  
Title: Executive Director  
Address: 3424 Wilshire Blvd., #1000, Los Angeles, CA 90010-2261  
Telephone: (323) 653-4045 ext. 318  
E-Mail Address: Debra.Suh@cpaf.info

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**INTENTIONALLY OMITTED**

## **SUBRECIPIENT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Subrecipient Name: Center for the Pacific-Asian Family, Inc.

Contract No.: RC02-2024 – LADA – XC Grant Subrecipient

### **GENERAL INFORMATION:**

The Subrecipient referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Subrecipient Acknowledgement and Confidentiality Agreement.

### **SUBRECIPIENT ACKNOWLEDGEMENT:**

Subrecipient understands and agrees that the Subrecipient employees, consultants, Outsourced Vendors and independent Subrecipients (Subrecipient's Staff) that will provide services in the above referenced agreement are Subrecipient's sole responsibility. Subrecipient understands and agrees that Subrecipient's Staff must rely exclusively upon Subrecipient for payment of salary and any and all other benefits payable by virtue of Subrecipient's Staff's performance of work under the above-referenced Contract.

Subrecipient understands and agrees that Subrecipient's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Subrecipient's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Subrecipient understands and agrees that Subrecipient's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

### **CONFIDENTIALITY AGREEMENT:**

Subrecipient and Subrecipient's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Subrecipient and Subrecipient's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Subrecipient and Subrecipient's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Subrecipient and Subrecipient's Staff understand that if they are involved in County work, the County must ensure that Subrecipient and Subrecipient's Staff will protect the confidentiality of such data and information. Consequently, Subrecipient must sign this Confidentiality Agreement as a condition of work to be provided by Subrecipient's Staff for the County.

Subrecipient and Subrecipient's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Subrecipient and the County of Los Angeles. Subrecipient and Subrecipient's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Subrecipient and Subrecipient's Staff agree to report any and all violations of this contract by Subrecipient and Subrecipient's Staff and/or by any other person of whom Subrecipient and Subrecipient's Staff become aware.

Subrecipient and Subrecipient's Staff acknowledge that violation of this contract may subject Subrecipient and Subrecipient's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

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

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

**INTENTIONALLY OMITTED**



**INTENTIONALLY OMITTED**

**SAFELY SURRENDERED BABY LAW**



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

THERE'S A  
BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.



No shame | No blame | No names



### FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

### ANSWERS TO YOUR QUESTIONS

**Who is legally allowed to surrender the baby?**  
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

**Do you need to call ahead before surrendering a baby?**

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

**What information needs to be provided?**

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

**What happens to the baby?**

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

**What happens to the parent or surrendering adult?**

Nothing. They may leave at any time after surrendering the baby.

**How can a parent get a baby back?**

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or [BabySafeLA.org](http://BabySafeLA.org)

English, Spanish and 140 other languages spoken.

# *Ley de* Entrega de Bebés *Sin Peligro*

*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

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

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

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

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



## SUBRECIPIENT'S ANNUAL BUDGET

Grant Subaward Budget Pages  
Multiple Fund Sources

Subrecipient: Center for the Pacific-Asian Family, Inc.		Grant Subaward #: RC2 2024
A. Personnel Costs - Line-item description and calculation	23VOCA	Total Amount Allocated
<b>GRANT PERIOD 01/01/2024-12/31/2024</b>		
<u>Residential Counselors = 1.017 FTE</u>		
\$25.99/hr x 38 hrs/wk x 52 wks = \$51,356 x 100.00 % time = \$51,356	\$51,356	\$51,356
\$22.61/hr x 16 hrs/wk x 9 wks = \$3,256 x 100.00 % time = \$3,256	\$3,256	\$3,256
Responsible for the safety and security of the emergency shelter, attending to the needs of shelter residents, and providing immediate crisis management on CPAF's 24 hour hotline during off hours (Monday - Friday, 5 p.m. to 9 a.m., weekends Sat/Sun).		
<u>Fiscal Compliance Manager = .03 FTE</u>		
\$6,541.67/mo x 12 mos = \$78,500 x 3.00 % time = \$2,355	\$2,355	\$2,355
Prepares programmatic and fiscal reports, attends grant-required meetings. Percent of time is directly charged to the project.		
<u>Employee Benefits</u>		
FICA (\$56,967 x 0.0765) = \$4,358	\$4,358	\$4,358
SUI (\$56,967 x 0.003) = \$171	\$171	\$171
Worker's Comp (\$56,967 x 0.028) = \$1,595	\$1,595	\$1,595
Health (\$56,967 x 0.26947) = \$15,351	\$15,351	\$15,351
Retirement (\$56,967 x 0.038) = \$2,165	\$2,165	\$2,165
<b>Personnel Costs Fund Source Totals</b>	<b>\$80,607</b>	<b>\$80,607</b>
<b>PERSONNEL COSTS CATEGORY TOTAL</b>		<b>\$80,607</b>

Grant Subaward Budget Pages  
Multiple Fund Sources

Subrecipient: Center for the Pacific-Asian Family, Inc.		Grant Subaward #: RC
B. Operating Costs - Line-item description and calculation	23VOCA	Total Amount Allocated
<b>GRANT PERIOD 01/01/2024-12/31/2024</b>		
<u>Indirect Costs</u>		
\$56,967 x 20.00% FICR = \$11,393	\$11,393	\$11,393
Federal Indirect Cost Rate Agreement is based on Direct Allocation Method. Therefore, shared non-personnel costs are allocated as direct costs as shown above, and indirect costs consist of general administration time of finance/admin/HR/IT staff and HR consultant, plus admin-share of space rent, payroll service and general liability. CPAF's FICR agreement expired 6/30/23 and we are awaiting a renewal agreement from OVW. The expired agreement and the proposal for an FICR of 20% for FY2023-24 is attached. CPAF will bill actual monthly indirect costs capped at the FICR, to the extent funds are available in the indirect cost line-item budget.		
<b>Operating Costs Fund Source Totals</b>	<b>\$11,393</b>	<b>\$11,393</b>
<b>OPERATING COSTS CATEGORY TOTAL</b>		<b>\$11,393</b>

## SUBRECIPIENT'S ANNUAL BUDGET



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: Center for the Pacific-Asian Family, Inc. Grant Subaward #: RC2		
C. Equipment Costs - Line-item description and calculation	23VOCA	Total Amount Allocated
<u>GRANT PERIOD 01/01/2024-12/31/2024</u> -none-		
Equipment Costs Fund Source Totals		
<b>EQUIPMENT COSTS CATEGORY TOTAL</b>		

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	23VOCA	Total Amount Allocated
<b>Fund Source Totals</b>	<b>\$92,000</b>	<b>\$92,000</b>

## SAMPLE INVOICE FORMAT

### Report of Expenditures and Request for Payment

**Submit form to:** VSGrantsPayments@caloes.ca.gov

**Abatements Only - Mail to:** Cal OES Accounting  
3650 Schriever Avenue, Mather CA 95655

1. Grant Subaward #: \_\_\_\_\_
2. Subrecipient: \_\_\_\_\_
3. Program Code/Title: \_\_\_\_\_ Select \_\_\_\_\_
4. Payment Mailing Address: \_\_\_\_\_
5. Report Type: \_\_\_\_\_ Select \_\_\_\_\_
6. Additional: ☐ 7. Final: ☐
8. Reporting Period: \_\_\_\_\_ to \_\_\_\_\_

	Fund Source	Fund Source	Fund Source	Fund Source	Fund Source	Total
9. Select Fund Year	Yr	Yr	Yr	Yr	Yr	
10. Select Fund Source	Fund	Fund	Fund	Fund	Fund	
<b>11. TOTAL EXPENDITURES FOR REPORTING PERIOD (including those to support an advance)</b>						
A. Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Total Expenditures Reported	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>12. PAYMENT REQUESTED (must be equal to or less than total expenditures)</b>						
A. Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Total Payment Requested	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>13. AMOUNT OF MATCH CONTRIBUTED</b>						
A. Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Operating Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Total Match Reported	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<p>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Subaward and federal Award (when applicable). I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).</p>						
	Typed Name		Signature		Date	
<b>14. Financial Officer:</b>						
<b>15. Grant Subaward Director:</b>						

Report of Expenditures and Request for Funds - Cal OES 2-201 (Revised 11/2023)



**Jury Service Ordinance**  
**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**SUBRECIPIENT EMPLOYEE JURY SERVICE**

**203.010 Findings:**

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

**2.203.020 Definitions:**

The following definitions shall be applicable to this chapter:

- A. “Subrecipient” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county Subrecipient and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a Subrecipient under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular Subrecipient; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The Subrecipient has a long-standing practice that defines the lesser number of hours as full time.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to Subrecipients who enter into contracts that commence after July 11, 2002. This chapter shall also apply to Subrecipients with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Subrecipient Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

**2.203.070. Exceptions.**

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

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

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

### **2.203.090. Severability.**

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

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;**
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;**
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:**
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or**
  - b. Participated in any way in developing the contract or its service specifications;****and**
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.**

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by this certification by the submitting department, district or agency that the provisions of this section have not been violated.

Center for the Pacific-Asian Family, Inc.  
Subrecipient Name

\_\_\_\_\_  
Vendor Official Title

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

**SUBRECIPIENT'S EEO CERTIFICATION**Center for the Pacific-Asian Family, Inc.

Company Name

3424 Wilshire Blvd., #1000, Los Angeles, CA 90010-2261

Address

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

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

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
1. Subrecipient has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Subrecipient periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Subrecipient has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Subrecipient has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

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

## INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2016)

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


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**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

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

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

**Note:** You are encouraged to notify each employee whose wages for 2016 are less than \$53,505 that he or she may be eligible for the EIC.

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

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2017.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/formspubs](http://www.irs.gov/formspubs). Or you can go to [www.irs.gov/orderforms](http://www.irs.gov/orderforms) to order it.

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

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

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

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2016)  
Cat. No. 20599I

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Center for the Pacific-Asian Family, Inc.  
Company Name

3424 Wilshire Blvd., #1000, Los Angeles, CA 90010-2261  
Address

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

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

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

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

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

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Center for the Pacific-Asian Family, Inc.		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		Email address:
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Subrecipient certifies that:

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

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

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

**- OR -**

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

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

Print Name:	Title:
Signature:	Date:

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

# BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

<b>PS CLUSTER AGENDA REVIEW DATE</b>	1/10/2024	
<b>BOARD MEETING</b>	1/23/2024	
<b>DELEGATED AUTHORITY BOARD LETTER</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	All	
<b>DEPARTMENT</b>	Sheriff's Department	
<b>SUBJECT</b>	Approval to use information technology infrastructure fund to upgrade custody network infrastructure and an appropriation adjustment for fiscal year 2023-24	
<b>PROGRAM</b>	Technology and support Division (TSD)	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$22,891,000	Funding source: Department's operational budget
	TERMS (if applicable): N/A	
	Appropriation adjustment for the first-year expenditure in the amount of \$5,750,000 in the ITF to reallocate from Services and Supplies (S&S) to Other Financing Uses, and to increase the Department's S&S appropriation by \$2,596,000 and Capital Assets by \$3,154,000.	
<b>PURPOSE OF REQUEST</b>	Purchase Hardware/Software, Professional Services and first year maintenance to replace/upgrade custody legacy network infrastructure	
<b>BACKGROUND (include internal/external issues that may exist)</b>	The proposed action will enhance the network infrastructure by replacing outdated legacy communication equipment and personal computers, and upgrade Data circuits within the Sheriff's custody facilities that have reached their end of life. This network infrastructure upgrade constitutes the initial phase of a multi-year, multi-phase plan.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>James Peterson, Captain 562-345-4351 <a href="mailto:jcpeters@lasd.org">jcpeters@lasd.org</a></li> <li>Richard Martinez, Assistant Division Director 213-229-3291 <a href="mailto:rf2marti@lasd.org">rf2marti@lasd.org</a></li> <li>Scott Goodwin, IT Manager III 562-345-4149 <a href="mailto:srgoodwi@lasd.org">srgoodwi@lasd.org</a></li> <li>Thang Uong, IT Specialist I 562-345-4156 <a href="mailto:tduong@lasd.org">tduong@lasd.org</a> Fred Nazarbegian, IT Manager III 562-345-4338 <a href="mailto:fnazarbe@lasd.org">fnazarbe@lasd.org</a></li> </ul>	

January 23, 2024

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

Dear Supervisors:

**APPROVE THE USE OF INFORMATION TECHNOLOGY INFRASTRUCTURE FUND  
TO UPGRADE THE LOS ANGELES COUNTY SHERIFF DEPARTMENT'S CUSTODY  
NETWORK INFRASTRUCTURE AND AN APPROPRIATION ADJUSTMENT FOR  
FISCAL YEAR 2023-24  
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board of Supervisors' (Board) approval of an appropriation adjustment to use \$5,750,000 in one-time funding from the County's Information Technology Infrastructure Fund (ITF) to procure and implement the initial phase of the Custody Network Infrastructure Upgrade (CNIU) project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the use of \$5,750,000 in one-time funding from the ITF to procure and implement the initial phase of the CNIU project.
2. Approve a Fiscal Year (FY) 2023-24 appropriation adjustment in the ITF to reallocate \$5,750,000 from Services and Supplies (S&S) to Other Financing Uses (OFU), and to increase the Department's S&S and Capital Assets (CA)-Equipment budget.

3. Approve and authorize the use of \$22,891,000 in total one-time funding from the ITF for completion of the CNIU project over multiple fiscal years and phases, which includes the aforementioned initial phase.

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

The proposed action will enhance the network infrastructure by replacing outdated legacy communication equipment and personal computers, and upgrade Data circuits within the Sheriff's custody facilities that have reached their end of life. This network infrastructure upgrade encompasses a comprehensive plan that spans multiple years and is divided into multiple phases.

The anticipated expenditures for FY 2023-24 are as follows:

Hardware - Network devices and personal computers (PC)	\$3,927,000
Software	\$325,000
Maintenance	\$487,000
10% contingency	\$474,000
Data circuit and cloud storage	\$537,000
Total Cost	\$5,750,000

The estimated costs for the completion of the CNIU project are:

Hardware - Network devices and PC	\$17,221,000
Software	\$1,177,000
Maintenance	\$1,924,000
10% contingency	\$2,032,000
Data circuit and cloud storage (ongoing)	\$537,000
Total Cost	\$22,891,000

The objective of these upgrades is to enable the Department to facilitate compliance with the Federal Department of Justice (DOJ) provisions of the settlement agreement and other custody-related settlement agreements by providing a modern network infrastructure within all jail facilities. This is a necessary first step to deploy custody body worn cameras (BWC), install a modern closed-circuit television (CCTV) system, and build additional technology, such as an advanced jail management system.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended action is consistent with the principles of the County's Strategic Plan, Goal III, Realize Tomorrow's Government Today. The implementation of the Department's CNIU project will contribute to achieving the County's Strategy III.2, by implementing technology initiatives that enhance service delivery and increase efficiency.

## **FISCAL IMPACT/FINANCING**

The ITF, governed by the County's Information Technology Investment Board (ITIB), was established to fund Countywide or multi-departmental technology projects that improve the delivery of services to the public; generate operational improvements to one or more departments or programs; and improve interdepartmental or interagency collaboration.

The County's ITIB approved the use of \$5,750,000 in one-time funding from the ITF to procure and implement the initial phase of the CNIU project. The total ITIB approved funding for the CNIU project, including the initial phase, is not to exceed \$22,891,000 and will cover \$22,354,000 in one-time implementation costs and \$537,000 ongoing costs for the initial phase.

On November 21, 2023, the Board approved \$7,067,000 for the purchase of equipment, services, and supplies for the Phase-I implementation of this multi-year CNIU project. Considering the \$7,067,000 previously approved for the CNIU and the \$22,891,000 approved by the County's Information Technology Investment Board (ITIB) the estimated total cost of the CNIU project is approximately \$36,663,000. The Department will ensure that the remaining \$6,705,000 for data circuit and cloud storage costs beyond FY 2023-24 will be requested in the upcoming FY 2024-25 Recommended Budget phase.

Approval of the attached appropriation adjustment will reallocate \$5,750,000 from ITF's S&S to OFU and increase the Department's S&S and CA-Equipment budget to support the initial phase of the CNIU project.

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

The Office of the Chief Information Officer (OCIO) reviewed this request and recommends approval. Because the OCIO reviewed and approved the business case for this project and approved the ITIB request, no formal CIO Analysis is required.

This project is a multi-year, multi-phase project to upgrade the network in all custody facilities over the next five years. The Department will provide a quarterly report to the OCIO that provides project progress.

Upon Board approval, the implementation of this project will assist the Department in meeting Board and DOJ objectives to implement BWC at custody facilities and allow for centralization and enhancements of the CCTV system operation.

County Counsel has reviewed this board letter and recommends approval.

### **CONTRACTING PROCESS**

The acquisition of the Department's CNIU project's related components falls under the statutory authority of the County Purchasing Authority and will be accomplished in accordance with the County's purchasing policies and procedures.

### **IMPACT ON CURRENT SERVICES**

Approval will ensure a modern and robust technical architecture to enable the implementation of Body Worn Cameras and an enhanced CCTV system in custody facilities.

### **CONCLUSION**

Upon Board approval, please return a copy of the adopted Board Letter to the Department's Technology and Support Division.

Sincerely,

Reviewed by:

ROBERT LUNA  
Sheriff

PETER LOO  
Acting Chief Information Officer

FN/BY  
(Technology & Support Division)

Attachments

Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Senior Analyst, CEO  
Bryan Bell, Budget Analyst, CEO  
Dawyn R. Harrison, County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
April L. Tardy, Undersheriff  
Jill Torres, Assistant Sheriff, CFAO  
Brian Yanagi, Chief Technology and Support Division  
Jason A. Skeen, Chief of Staff, Office of the Sheriff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Hugo Macias, Commander, Custody services Administration  
Glen Joe, Assistant Division Director, ASD  
Richard F. Martinez, Assistant Division Director, ASD  
David E. Culver, Director, Financial Programs Bureau  
Vanessa C. Chow, Lieutenant, ASD  
Rene A. Garcia, Lieutenant, ASD  
Kristine D. Corrales, Deputy, ASD

01//2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2023-24  
4 - VOTES

SOURCES		USES	
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-2000-40033 SERVICES & SUPPLIES DECREASE APPROPRIATION	5,750,000	INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-6100-40033 OTHER FINANCING USES INCREASE APPROPRIATION	5,750,000
SHERIFF - CUSTODY A01-SH-96-9911-15681-15685 OPERATING TRANSFERS IN INCREASE REVENUE	5,750,000	SHERIFF - CUSTODY A01-SH-2000-15681-15685 SERVICES & SUPPLIES INCREASE APPROPRIATION	2,596,000
		SHERIFF - CUSTODY A01-SH-6030-15681-15685 CAPITAL ASSETS - EQUIPMENT INCREASE APPROPRIATION	3,154,000
SOURCES TOTAL	\$ 11,500,000	USES TOTAL	\$ 11,500,000

JUSTIFICATION

This adjustment reflects an appropriation adjustment in the Information Technology Fund (ITF) to reallocate \$5,750,000 from Services and Supplies to Other Financing Uses, and to increase Sheriff's Department's appropriation in Services and Supplies and Capital Assets in the amount of \$5,750,000 to upgrade Custody's existing network infrastructure.

AUTHORIZED SIGNATURE

DAVID CULVER, BUREAU DIRECTOR

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

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☐

ACTION

☐

RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE