



Bryce Yokomizo  
Director

October 10, 2002

**REVISED**

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

Dear Supervisors:

**RECOMMENDATION TO APPROVE IMPLEMENTATION PLAN  
FOR LONG-TERM SELF-SUFFICIENCY (LTFSS) PROJECT NO. 15  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD**

1. Approve the enclosed Implementation Plan for LTFSS Project No.15, Emergency Assistance to Prevent Eviction, providing financial assistance and housing counseling for families who are at risk of eviction due to financial hardship, subject to an executed Agreement between the Department of Public Social Services (DPSS) and the Los Angeles Homeless Services Authority (LAHSA), which will not exceed \$1.5 million, approved by your Board on June 26, 2002.
2. Approve the enclosed Agreement between the Department of Public Social Services (DPSS) and the Los Angeles Homeless Services Authority (LAHSA) for the administration and evaluation of the LTFSS Project No. 15, Emergency Assistance to Prevent Eviction, providing financial assistance and housing counseling for families who are at risk of eviction due to financial hardship, effective October 15, 2002, or one day following Board approval, whichever is later through November 30, 2003, at a maximum contract cost of \$1.5 million.
3. Transfer funding in the amount of \$1,350,000, approved by your Board on June 26, 2002, collapsing LTFSS Project No. 14, Transitional Support for Homeless CalWORKs Families, services and funding into LTFSS Project No. 15.
4. Delegate authority to the Director, DPSS, to amend the Implementation Plan and the Agreement between DPSS and LAHSA to expand the scope of work to issue relocation assistance grants for homeless families to find permanent housing and increase the maximum obligation of the Agreement by \$1.35 million to issue the relocation assistance grants, subject to approval by the LAHSA Commission, for a new contract total of \$2.85 million.

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

The purpose of the recommended action is to obtain your Board's approval of the implementation plan for LTFSS Project No. 15 and to enter into an Agreement with LAHSA to administer and evaluate the Project.

In 1999, your Board adopted a LTFSS Plan for CalWORKs participants and other low-income families. The Plan included 46 proposals which addressed the needs of families, one of which was the Emergency Assistance to Prevent Eviction Project which will provide financial assistance and housing counseling for families who are at risk of eviction due to financial hardship. Up to now, implementation of this Project has been pending.

On June 26, 2002, your Board allocated \$1.5 million in Performance Incentive funds for the Project for FY 02-03, transferring responsibility for the Project from the Community Development Commission to DPSS. The Department then collaborated with community partners in developing the enclosed implementation plan and has negotiated with LAHSA to administer and evaluate the program for DPSS.

In October 2002, the Community Development Commission (CDC) requested to withdraw as the lead agency for LTFSS Project #14, Transitional Support for Homeless CalWORKs Families. This project was designed to provide relocation assistance for CalWORKs homeless families and other CalWORKs families at risk of homelessness. Relocation funds for the families (up to \$2500 per family) will cover move-in costs, including but not limited to security deposits, utility turn-on fees, moving costs (e.g., truck rental), and the purchase of a stove and refrigerator.

As there is a linkage between the disbursement tasks in Project #14 and Project #15, they could easily be folded into one scope of work. Therefore, subject to approval by the LAHSA Commission, the Agreement will be amended to expand the scope of work and increase the maximum contract amount.

Approval to delegate authority to the Director, DPSS, to amend the Agreement with LAHSA will allow LAHSA to continue its solicitation process required for Project #15. Given the \$1.35 funding approved by your Board on June 26, 2002, for the Project is only available through June 30, 2003, the Project's implementation is time-sensitive and requires expediting to prevent families from experiencing eviction and resulting homelessness.

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

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 3, Strategy 3, to ensure that service delivery systems are efficient, effective and goal-oriented, and to collaborate across functional and jurisdictional boundaries.

### **FISCAL IMPACT/FINANCING**

The maximum contract amount for the Emergency Assistance to Prevent Eviction Project is \$1.5 million and will be funded exclusively with CalWORKs Performance Incentive funds. Therefore, there is no net County cost impact.

Of the \$1.5 million allocated for the Project, the funds will be disbursed as follows: Five percent (5%) will be used for administrative costs, with LAHSA receiving \$75,000 for expenses associated with program/funding administration. The balance, \$1,425,000, will be used for direct services, including rent/utility payments and follow-up housing counseling.

Once amended, the maximum contract amount will be \$2.85 million and will be funded exclusively with CalWORKs Performance Incentive funds.

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

On June 26, 2002, your Board approved \$1.5 million in Performance Incentives funding for the Emergency Assistance to Prevent Eviction Project. As the lead agency for the Project, DPSS has prepared the enclosed implementation plan for approval by your Board.

Performance Incentives funding may be used for the following purposes authorized by federal law: (1) In any manner reasonably calculated to meet one of the four purposes of the Federal TANF Program; or (2) To continue providing services and benefits that the State was authorized to provide under its former Title IV-A or IV-F State plans, which covered Aid to Families with Dependent Children, Emergency Assistance and Job Opportunities and Basic Skills Training.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS (Continued)**

The four purposes of the Federal TANF Program are to:

1. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
2. End the dependence of needy parents on government benefits by promoting job preparation, work and marriage;
3. Prevent and reduce the incidence of out-of-wedlock pregnancies; and
4. Encourage the formation and maintenance of two-parents families.

Project No. 15 is reasonably calculated to meet the first purpose of the TANF Program. Low-income families often face the risk of losing permanent housing due to financial hardships. Without assistance, many of these families become homeless, either living on the streets or in emergency and transitional shelters. The Emergency Assistance to Prevent Eviction Project will provide eligible CalWORKs families with rent and/or utility assistance for up to two months, or a maximum of \$1,500 per family, to help prevent these families from losing their housing and becoming homeless. In addition, housing agencies will provide housing counseling services to assist families with maintaining housing.

The Project will serve families residing in Los Angeles County who are currently receiving CalWORKs assistance, or who were discontinued due to time limits. The Project will target families who have exhausted their CalWORKs time limits, but not to the exclusion of other eligible families. Families must be at risk of losing their housing because of non-payment of rent due to financial hardship, not for lease violations, and must demonstrate that they are experiencing a financial crisis (e.g., exhausted time limits), that could result in homelessness if assistance is not given. In addition, they must provide proof of need. Counselors will work with these families to develop a plan to maintain their housing.

The contract term will begin October 15, 2002, or one day following Board approval, whichever is later, and will continue through November 30, 2003. While direct services to participants will end June 30, 2003, LAHSA's evaluation of the Project will continue for an additional 90 days, through September 30, 2003, and a final report will be provided to DPSS by November 30, 2003. No payments will be issued for services provided after June 30, 2003.

The Contractor is in compliance with the Jury Service Program.

The enclosed Agreement has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

No solicitation document was issued for the procurement of these services. State regulations allow contracting without competitive solicitation when services are to be rendered by a public agency. DPSS plans to contract with LAHSA to administer and evaluate the Project. LAHSA has the expertise and experience to bring up the needed services expeditiously to help ensure optimal utilization of the funds by June 30, 2003.

LAHSA's responsibilities will include releasing an RFP for referral agencies (ensuring Countywide coverage) to process and approve applications; reviewing proposals and selecting subcontractors; making all disbursements directly to landlords/utility companies; and evaluating the effectiveness of the Project.

### **IMPACT ON CURRENT PROJECTS**

The Project and this Agreement will assist CalWORKs families who are at risk of becoming homeless by helping them to maintain permanent housing.

Neither the Project nor the Agreement will infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The Agreement is in compliance with all requirements of Los Angeles County Code Section 2.180.010, Certain Contracts Prohibited.

### **CONCLUSION**

Upon Board approval, the Executive Office, Board of Supervisors, is requested to return one (1) adopted stamped Board Letter and four (4) original-signed copies of the contract to DPSS.

Respectfully submitted,

Bryce Yokomizo, Director

BY:dk

Enclosures

c: Executive Officer, Board of Supervisors  
Chief Administrative Officer  
County Counsel  
Executive Director, CDC/Housing Authority

**Long Term Family Self-Sufficiency Implementation Plan  
Emergency Assistance to Prevent Eviction  
(Project No. 15)**

**Background**

In 1999, the Los Angeles County Board of Supervisors adopted a Long-Term Family Self-Sufficiency Plan (LTFSS) for California Work Opportunity and Responsibility to Kids (CalWORKs) participants and other low-income families to create strategies that stabilize families by building their capacity to become self-sustaining. The LTFSS Plan included 46 proposals that address the needs of families receiving CalWORKs and other low-income families.

The following Implementation Plan represents one of the proposals under the Supporting Stable Housing section of the plan. It sets forth strategies for implementation of the Emergency Assistance to Prevent Eviction (Project No. 15). In June 2002, the Board approved \$1.5 million for the project for FY 02-03 only, transferring responsibility for the project to DPSS.

**Project Funding**

The Emergency Assistance to Prevent Eviction Project is funded through CalWORKs Performance Incentive funds awarded to the Department of Public Social Services (DPSS).

**Project Description**

This is a one-year project for FY 02-03 only. It will provide rent and/or utility assistance to eligible CalWORKs families (not exceeding \$1,500 per family) who are at risk of losing their housing because of non-payment of rent due to financial hardship, not for lease violations. Housing counseling assistance will be provided to assist families in maintaining permanent housing.

**Contractual Arrangements**

DPSS will contract with the Los Angeles Homeless Services Authority (LAHSA) to administer the program and funds. LAHSA will release an RFP for referral agencies (ensuring Countywide coverage) to process and approve Emergency Assistance to Prevent Eviction applications from eligible CalWORKs participants. LAHSA will make all disbursements directly to landlords/utility companies.

LAHSA will receive approximately \$75,000 for administrative costs; the technical assistance/training provider and referral agencies will also receive compensation; however, they must respond to the RFP to demonstrate their ability to serve the targeted population.

## **Target Population**

Eligible participants must be families who are currently receiving CalWORKs assistance, or were discontinued due to time limits, and residing in Los Angeles County. The project will target families who have exhausted their CalWORKs time limits, but not to the exclusion of other eligible families.

Families must be at risk of losing their housing because of non-payment of rent due to financial hardship, not for lease violations, and must demonstrate that they are experiencing a financial crisis (e.g., exhausted time limits), that could result in homelessness if assistance is not given. In addition, they must provide proof of need. Counselors will work with these families to develop a plan to maintain their housing.

## **Services Provided**

Funds to pay rental and/or utility arrears for up to two months will be provided to assist the family in maintaining permanent housing. The total amount of assistance that can be provided is limited to a maximum of \$1,500 per family. Follow-up housing counseling will be provided to families by referring agencies including, but not limited to: household budgeting skills; tenant/landlord mediation; locating alternative housing if necessary; or other issues concerning maintenance of stable housing.

## **Estimated Annual Costs**

The estimated cost for Project No. 15 is \$1.5 million for FY 02-03. These funds will be disbursed as follows: Five percent (5%) will be used for administrative costs, with LAHSA receiving \$75,000 for expenses associated with program/funding administration. The balance of the funds would be used for direct services, including rent/utility payments and follow-up housing counseling.

## **Program Staffing**

LAHSA will be responsible for releasing an RFP, selecting/monitoring referral agencies, making all disbursements, and reporting on the project to DPSS monthly; the referral agencies would screen participants, obtain required documentation and approval, and then forward disbursement requisitions to LAHSA for payment. In addition to its referring responsibilities, LAHSA would also provide technical assistance (training manuals, forms, etc.) and training to the other referral agencies.

## **Project Evaluation**

To measure the effectiveness of the project, LAHSA will collect data on the families being served under the project through 9/30/03, analyze the data and submit the results to DPSS by 11/30/03.



CONTRACT BETWEEN  
COUNTY OF LOS ANGELES

AND

LOS ANGELES HOMELESS SERVICES AUTHORITY

PREPARED BY:  
CASH PROGRAMS DIVISION  
BUREAU OF PROGRAM, POLICY, RESEARCH & EVALUATION  
12820 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CA 91746-3411

SEPTEMBER 2002



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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2002, by and between the County of Los Angeles, hereinafter referred to as COUNTY, and Los Angeles Homeless Services Authority (LAHSA), hereinafter referred to as CONTRACTOR.

WHEREAS, CONTRACTOR is a local government agency and is qualified to provide emergency assistance intermediary services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services, and,

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, COUNTY has determined that it is feasible to obtain such services by this Agreement; and

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services and based upon non-competitive negotiations under the Title 45 Code of Federal Regulations, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650, CONTRACTOR has been selected for recommendation for award of this Agreement; and

WHEREAS, this Agreement is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code, Section 11320 et seq.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. APPLICABLE DOCUMENTS**

1. Attachments A, B, C, D, E, F, G, H. and I as set forth below are attached to and form a part of this Contract.

2. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

2.1	Attachment A	Statement of Work and Technical Exhibits
2.2	Attachment B	CONTRACTOR'S Budget and Employee Benefits
2.3	Attachment C	Certification of Independent Price Determination
2.4	Attachment D	Request for Proposals - Grounds for Rejection
2.5	Attachment E	CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
2.6	Attachment F	Proposer's Equal Employment Opportunity (EEO) Certification
2.7	Attachment G	Proposer's Nondiscrimination in Services Certification
2.8	Attachment H	Attestation of Willingness to Consider GAIN/GROW Participants
2.9	Attachment I	Jury Service Ordinance Compliance

3. This Contract and Attachments A through I attached hereto, constitute the complete and exclusive statement of understanding between the parties which supercedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

## **II. CONTRACT TERM**

1. Subject to termination provisions set forth herein, the contract term shall be for a period of thirteen (13) months. The contract is effective October 15, 2002, or the day following Board award, whichever occurs later, expiring on November 30, 2003.
2. Subject to the provisions of Section 1.47, Termination For Convenience of the COUNTY, in the event of termination of this Agreement, CONTRACTOR shall:

- 2.1 Immediately eliminate all new costs and expenses under this Agreement. In addition, CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.
- 2.2 Promptly report to COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

### III. INTERPRETATION

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:

**Board of Supervisors** - The Board of Supervisors of the County of Los Angeles.

**Budget** - The document that details the CONTRACTOR'S costs for providing services and that is included in the Contract. The Budget contains the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
- **Total Cost of Contract Services** - The total cost of Direct and Indirect Costs.

**Contract Manager** - The individual designated by the CONTRACTOR to administer the Contract operations after the Contract is awarded.

**Contract Start Date** - The date CONTRACTOR begins work in accordance with the

terms of the Contract.

**Contractor** - Los Angeles Homeless Services Authority (LAHSA), the entity which has entered into a Contract with COUNTY to perform or execute the work covered by these specifications.

**County Contract Administrator (CCA)** - The person who monitors the CONTRACTOR'S performance in the daily operation of the Contract. The County Contract Administrator provides direction to the CONTRACTOR in the areas relating to policy and information, and procedural requirements.

**Department of Public Social Services (DPSS)** - The County Department responsible for providing financial and social services to eligible persons in Los Angeles County.

**Director** - The Director of the Department of Public Social Services, County of Los Angeles, or authorized representative(s).

#### IV. **CONTRACT PAYMENT**

The maximum amount of the contract for LTFSS Project #15 is \$1.5 million.

##### 1.0 **Compensation**

1.1 COUNTY shall compensate CONTRACTOR for Emergency Assistance to Prevent Eviction Intermediary Services at an amount not to exceed five percent (5%) of the maximum contract amount for administrative costs. CONTRACTOR'S expenses for program administration shall not exceed seventy-five thousand dollars (\$75,000). CONTRACTOR shall use the balance of funds, one million, four hundred twenty-five thousand dollars (\$1,425,000) for direct services, including rent/utility payments and follow-up housing counseling. No payments will be issued to the CONTRACTOR for services beyond June 30, 2003.

1.2 CONTRACTOR shall compensate subcontractors directly for Emergency Assistance to Prevent Eviction services for costs incurred



in accordance with their contracts.

- 1.3 COUNTY assumes no responsibility to pay for expenses not specifically enumerated in this contract and approved in the budget herein. Further, CONTRACTOR understands that COUNTY makes no commitment to fund this Project beyond the termination date.
- 1.4 Funds paid to the CONTRACTOR pursuant to this contract shall be deposited in a bank and shall be insured fully and continuously.

## **2.0 Method of Payment**

- 2.1 CONTRACTOR shall submit an invoice for an advance payment equivalent to two hundred thousand dollars (\$200,000) of the Emergency Assistance to Prevent Eviction fund. Subsequently, monthly invoices shall be submitted to COUNTY within fifteen (15) days of the end of the month when the costs were incurred. The monthly invoice shall specify the actual costs incurred under the Emergency Assistance to Prevent Eviction program as well as costs incurred for administration of the program.
- 2.2 COUNTY shall process the invoices and provide CONTRACTOR with funds necessary to replenish the advance account in order to ensure that Emergency Assistance to Prevent Eviction funds maintained on hand are equivalent to two hundred thousand dollars (\$200,000) of the Emergency Assistance to Prevent Eviction budget.
- 2.3 Invoices submitted for the last month shall be processed against the advance account with the close out invoice to be submitted to COUNTY within ten (10) days after the contract expiration date. All unspent funds, if any, shall be submitted, via certified check, with the close out invoice.

## **IV. TERMS AND CONDITIONS**

### **1.1 Prohibition Against Assignment and Delegation**

CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY. Any assignment or delegation which does not have such prior COUNTY consent shall be null and void. For purposes of this Section 1.1, such COUNTY consent shall require a written amendment to this Contract which is formally approved and executed by the parties. Any billings to COUNTY by any delegatee or assignee on any claim under this Contract, absent such COUNTY consent, shall not be paid by COUNTY. Any payments to COUNTY to any delegatee or assignee on any claim under this Contract, in consequence of any such COUNTY consent, shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Contract or otherwise.

Shareholders or partners, or both, of CONTRACTOR may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, then prior written consent thereof by COUNTY's Board of Supervisors shall be required. Any payments by COUNTY to CONTRACTOR on any claim under this Contract shall not waive or constitute such COUNTY consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if COUNTY, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Contract services and other work.

Nothing in this Section 1.1 shall in any way limit COUNTY rights and/or remedies found elsewhere in this Contract and/or at law or in equity, including, but not limited to, any right to terminate this Contract.

**1.2 Audit Settlement**

At any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY'S dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise.

If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY 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.

**1.3 Authorization Warranty**

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

**1.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year,

a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. 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. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

## **1.5 Changes and Amendments of Terms**

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1.5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the CCA and the CONTRACTOR's Contract Manager.

1.5.2 For any revision which materially affects the scope of work or any term and condition included in the Contract, a negotiated *amendment* to the Contract shall be executed by the County Board of Supervisors and the CONTRACTOR *except* as provided in 1.5.3, herein below.

1.5.3. The DPSS Director may prepare and sign amendments to the Contract without further action by the County Board of Supervisors under the following conditions:

1.5.3.1 Amendments shall be in compliance with applicable County, State and federal regulations.

- 1.5.3.2 The amendment is for a decrease or an increase in the Contract cost and is necessitated by additional and necessary services that are required for CONTRACTOR to comply with changes in federal, State, or COUNTY requirements. The cumulative increase resulting from Contract amendments throughout the term of the Contract shall not exceed 10% of the original Contract amount.
- 1.5.3.3 The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
- 1.5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or designee for any amendment to this Contract.
- 1.5.3.5 The Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen (15) workdays after execution of each amendment.
- 1.5.3.6 The Director, Department of Public Social Services has authority to approve extending the contract term for one year beyond the expiration date.

## **1.6 Changes of Address**

Either party can designate a new address by giving written notice to the other party.

## **1.7 Child Abuse/Elder Abuse Reporting/Fraud Reporting**

The CONTRACTOR staff working on this Contract shall comply with *California*

*Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 1560 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. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

The CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

## **1.8 Civil Rights**

The CONTRACTOR shall abide by the provisions of *Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, CDSS Manual - CFC Division 21,* and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory.

Under this requirement, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability.

The CONTRACTOR shall sign and adhere to the "Proposer's Nondiscrimination in Services Certification," Attachment G, Statement of Work.

## **1.9 Collective Bargaining Contract**

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

## **1.10 Complaints**

The CONTRACTOR shall ensure that its subcontractors develop, maintain and operate procedures for receiving, investigating and responding to user complaints.

The CONTRACTOR shall provide the COUNTY with its subcontractors' policies for receiving, investigating and responding to user complaints.

1.10.1 The CONTRACTOR shall provide the COUNTY with copies of all such policies and any and all amendments to them.

1.10.2 The CONTRACTOR shall ensure that its subcontractors investigate all complaints and notify the CONTRACTOR quarterly of the status of the investigation, unless the nature of the complaint requires immediate notification. CONTRACTOR shall then notify COUNTY, unless the nature of the complaint requires immediate notification.

1.10.3 CONTRACTOR shall ensure that all complaints are resolved in accordance with the policies approved by CONTRACTOR.

1.10.4 Copies of all written responses, if any, shall be provided to COUNTY with the quarterly reports on the status of complaint investigations. Copies shall also be made available to COUNTY upon request.

1.10.5 CONTRACTOR shall ensure that all civil rights complaints are promptly investigated in accordance with all applicable federal,



State, and local laws.

### **1.11 Completion of Contract**

The CONTRACTOR shall turn over their current operation to the COUNTY or another CONTRACTOR upon expiration or termination of the Contract. For two months prior to the expiration of the Contract, the CONTRACTOR shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from CONTRACTOR-provided services back to the COUNTY or another CONTRACTOR. The CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of the CONTRACTOR personnel during the transition period. In addition, the CONTRACTOR shall explain and return to the COUNTY, as requested, all reports, documents, data files and computer systems.

If the CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50% to 100% of the last two months' payments as liquidated damages.

### **1.12 Compliance with Laws**

The CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

- .1 *California Welfare & Institutions Code*
- .2 *California Department of Social Services (CDSS) Manual of Policies and Procedures*
- .3 *Social Security Act*
- .4 *State Energy and Efficiency Plan [Title 24, California Administrative Code]*
- .5 *Clean Air Act (Section 306, 42 USC 1857 (h))*
- .6 *Clean Water Act (Section 508, 33 USC 1368)*
- .7 *Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)*

The CONTRACTOR shall maintain all licenses required to perform the Contract. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, Civil Rights, conflict of interest, wages and hours, and nondiscrimination.

**1.13 Compliance with Wage and Hour Laws/Fair Labor Standards Act**

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages

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#### **1.14 Confidentiality**

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement," Attachment E, Statement of Work.

By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records and information pertaining to individ

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CONTRACTOR shall maintain the confidentiality of individual GR participant's records/information by:

- .1 Maintaining files in locked drawers and cabinets at CONTRACTOR's sites and at CONTRACTOR's headquarters.
- .2 Limiting access of files to CONTRACTOR's designated staff. These files, however, are subject to audit, and shall be accessible to COUNTY upon request during any business day.

#### **1.15 Conflict of Interest/Contract Prohibited**

The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Contract.

The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180,010*, "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. The CONTRACTOR must sign and adhere to the "Request for Proposals - Grounds for Rejection," Attachment D, Statement of Work.

The CONTRACTOR and subcontractor(s) represent and warrant they did not, as an individual or firm or subsidiary of a firm, under Contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Contract.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

#### **1.16 Consideration of Hiring COUNTY Employees Targeted for Layoff**

Should the CONTRACTOR require additional or replacement personnel after the effective date of the 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.

#### **1.17 Consideration of GAIN or GROW Programs' Participants for Employment**

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

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

#### **1.18 CONTRACTOR Responsibility and Debarment**

1.18.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform

the Contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

- 1.18.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on COUNTY Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.
- 1.18.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a Contract with the COUNTY or any other public entity, 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.
- 1.18.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
- 1.18.5 The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a



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.

If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the CONTRACTOR Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

1.18.6 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.

1.18.7 These terms shall also apply to subcontractors of COUNTY CONTRACTORS.

**1.19 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement**

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

**1.20 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Contract are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the *Federal Social Security Act* (42 U.S.C. 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **1.21 COUNTY's Quality Assurance Plan**

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards, as specified in this Contract. CONTRACTOR deficiencies which 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 CONTRACTOR.

If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

#### **1.22 Covenant Against Contingent Fees**

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

the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

### **1.23 Criminal Clearances**

1.23.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

1.23.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

1.23.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 290, 314, 368(b), 647(a) (b), 647.6, and 667.5(c).

### **1.24 Disputes**

Any disputes between the COUNTY and the CONTRACTOR regarding the

performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or designee, and the Director's or designee's decision shall be final.

**1.25 Disclosure of Information**

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

- 1.25.1 The CONTRACTOR shall develop all publicity material in a professional manner.
- 1.25.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CCA and County Counsel. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or recipient of services provided by DPSS.
- 1.25.3 The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded a Contract to provide services, provided, however, that the requirements of this Section 1.25 shall apply.

**1.26 Employment Eligibility Verification**

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment

in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

### **1.27 Fiscal Accountability**

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must apply the cost principles of the Office of Management and Budget (OMB) Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations and 48CFR, Part 31, subpart 31.2 for -profit organizations.

### **1.28 Force Majeure**

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility.

Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event which renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

### **1.29 Governing Law and Venue**

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

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, California, Central Civil Division.

### **1.30 Government Observations**

Federal, State, COUNTY and/or COUNTY-approved research personnel may observe performance, activities, or review documents required under this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

### **1.31 Indemnification**

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

### **1.32 Independent CONTRACTOR Status**

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees

solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Contract.

### **1.33 General Insurance Requirements**

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

1.33.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the **Department of Public Social Services, Cash Programs Division, 12820 Crossroads Parkway South, West Annex City of Industry, CA 91746** prior to commencing services under this Contract. Such certificates or other evidence shall:

1.33.1.1 Specifically identify this Contract.

1.33.1.2 Clearly evidence all coverages required in this Contract.

1.33.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

1.33.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insurers for all activities arising from this Contract.

1.33.1.5 Identify any deductibles or self-insured retentions for approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense.



Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

1.33.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A: VII, unless otherwise approved by COUNTY.

1.33.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

1.33.4 **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:

1.33.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

1.33.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

1.33.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY “Non-employee Injury Report” to the County Contract Administrator.

1.33.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

1.33.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

1.33.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1.33.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

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

## 1.34 Insurance Coverage Requirements

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

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

1.34.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”

1.34.3 **Workers' Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long shore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

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

1.34.4 **Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

a) **Personal Property: Automobiles and Mobile Equipment** - Special form (“all risk”) coverage for the actual cash value of COUNTY-owned or leased property.

b) **Real Property and All Other Personal Property -**

Special form (“all-risk”) coverage for the full replacement value of COUNTY-owned or leased property.

1.34.5 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

### 1.35 Liquidated Damages

If the CONTRACTOR breaches the Contract requirements as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment A, Statement of Work, Technical Exhibit 1, the COUNTY will have a claim for the sum specified in the PRS, to be paid by the CONTRACTOR in accordance with the Contract as liquidated damages.

This section shall not, in any manner, restrict or limit the COUNTY’s right to damages for any breach of this Contract other than those breaches of this Contract specified in the PRS, and shall not, in any manner, restrict or limit the COUNTY’s right to terminate this Contract as agreed to herein.

### 1.36 Nondiscrimination in Employment

1.36.1 The CONTRACTOR shall comply with all laws and regulations as defined in *Equal Employment Opportunity EEO* (U.S. Executive Order 11246 and amended by U.S. Executive Order 11375 and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*).

The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital

status, political affiliation, age, or condition of disability, in compliance with all applicable federal and State anti-discrimination laws and regulations.

The CONTRACTOR shall ensure that EEO, DPSS and State-approved or mandated Civil Rights posters, i.e., "Equal Under The Law," And Justice For All (rev. 3/98), Equal Under The Law (rev. 3/00), PUB 13 (rev. 05/01), Services to the Hearing and Speech Impaired (rev. 7/93), Your Rights. and any others that may be mandated at a later date are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

- 1.36.2 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 1.36.3 CONTRACTOR shall deal with its subcontractors, bidders, or proposers without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 1.36.4 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of Section 1.36 when so requested by the COUNTY.
- 1.36.5 The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political

affiliation, age or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.

1.36.6 If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of Contract upon which the COUNTY may determine to cancel, terminate, or suspend this Contract. While the COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the

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shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Contract.

1.36.7 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

1.36.8 The CONTRACTOR shall sign the form "Proposer's EEO Certification," Attachment F.

### **1.37 Notice of Delays**

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 five (5) workdays, give notice thereof, including all relevant

information with respect thereto, to the other party. The other party shall respond within five (5) workdays of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

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

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

### **1.39 Notices**

#### **1.39.1 Notice of Meetings**

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) workdays prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) workdays advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

#### **1.39.2 Delivery of Notices**

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

#### **1.39.3 Notices to the CONTRACTOR**

Any such notice and the envelope containing same shall be



addressed to the CONTRACTOR at its place of business:

Mitchell Netburn, Executive Director  
Los Angeles Homeless Services Authority (LAHSA)  
548 South Spring Street, Suite 400  
Los Angeles, California 90013

**1.39.4 Notices to the COUNTY**

Notices and envelopes containing same to the COUNTY shall be addressed to:

Margaret Quinn, HSA III In-Charge  
Cash Programs Division  
Department of Public Social Services  
12820 Crossroads Parkway South, West Annex  
City of Industry, CA 91746

**1.40 Ownership of Data/Equipment**

The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports, and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Contract.

The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Contract.

**1.41 Proprietary Rights**

The COUNTY and the CONTRACTOR agree that all software, materials, data and information developed under this Contract shall become the sole property of the COUNTY, provided that the CONTRACTOR may retain

possession of all working papers prepared

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Any materials, data and information not developed under this Contract, which the CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," OR "CONFIDENTIAL." The COUNTY will use reasonable means to ensure that the CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. The COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of the CONTRACTOR.

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated in any way for:

- 1.41.1 Any materials, data and information not plainly and prominently marked with restrictive legends as set forth in Section 1.40;
- 1.41.2 Any materials, data and information covered under Section 1.40; and
- 1.41.3 Any disclosure of any materials, data and information which the COUNTY is required to make under the California Public Records Act or otherwise by law.

The CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract.

Further, the CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or

damage by any cause, including, but not limited to, fire and theft.

The CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in the COUNTY's computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by the COUNTY, without the COUNTY's prior written consent. The provisions of Section 1.42, Records Retention and Inspection, shall survive the expiration or termination of this Contract.

#### **1.42 Records**

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 1.43, Records Retention and Inspection, herein below.

#### **1.43 Records Retention and Inspection**

The CONTRACTOR agrees that the COUNTY, State and federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer.

The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit. Other required documents to be retained include, but are not limited to:

1.43.1 Invoices/Check Stubs: Monthly and any supplemental invoices

and DPSS reimbursement check stubs.

- 1.43.2 Confidentiality Agreement: CONTRACTOR Employee Acknowledgment and Confidentiality Agreement signed forms, Attachment E, Statement of Work.
- 1.43.3 Licenses: If applicable, Business Licenses and Certifications relating to curriculum and instructors.
- 1.43.4 Action Items from Performance Evaluation Meetings: The CCA writes the action items from any Performance Evaluation Meetings and provides them to the CONTRACTOR for follow-up and retention. The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.
- 1.43.5 All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if such material is located outside Los Angeles COUNTY, CONTRACTOR either (1) pays 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, or (2) pay, with non-contract funds, to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles COUNTY for examination by the COUNTY.
- 1.43.6 Failure on the part of the CONTRACTOR to comply with the provisions of Section 1.42 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

#### **1.44 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid

waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

## **1.45 Subcontracting**

1.45.1 COUNTY authorizes CONTRACTOR to subcontract for the Emergency Assistance to Prevent Eviction program.

1.45.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Agreement. In no event shall approval of any subcontract by the COUNTY be construed as effecting any increase in the amount provided for in the Agreement. The CONTRACTOR's request for approval to enter into a subcontract shall include:

- a. A description of the service to be provided by the proposed subcontractor;
- b. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
- c. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
- d. A resume of the potential subcontractor's background and experience.

1.45.3 The CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a*

*prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles.”*

- 1.45.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP), Sections 23-610 through 23-615.*

CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any Subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of COUNTY Contract Administrator the following documents:

- a. An executed Employee Acknowledgment and Confidentiality Agreement, Attachment E, executed by each subcontractor and each of SUBCONTRACTOR'S employees approved to perform work hereunder.
- b. Certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by Section 1.32 and Section 1.33 of this Contract; and
- c. The Tax Identification Number of the Subcontracting agency, to be placed on the signature page of the Subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

CONTRACTOR shall provide COUNTY Contract Administrator with copies of all executed Subcontracts after COUNTY Contract Administrator's approval.

#### **1.46 Termination for Breach of Warranty to Maintain Compliance With COUNTY's Child Support Compliance Program**

Failure of CONTRACTOR to maintain compliance with the requirements set

forth in Section 1.20, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) calendar days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the COUNTY Board of Supervisors may terminate this Contract pursuant to Section 1.47, Termination for Default of the CONTRACTOR.

**CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's *LA's Most Wanted: Delinquent Parents* poster in a prominent position at the CONTRACTOR's place of business. County's Child Support Services Department will supply CONTRACTOR with the poster to be used.**



## **1.47 Termination for Convenience of the COUNTY**

Performance of services under this Contract may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective. After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- 1.47.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
- 1.47.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 1.47.3 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.
- 1.47.4 Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) workdays after termination of this Contract.

1.47.5 Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section 1.42, Records Retention and Inspection, herein above.

1.47.6 If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon 30 days written notice to the CONTRACTOR.

1.47.7 Subject to the provisions of Subsection 1.47.3 above, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Section 1.47. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated.

The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

#### **1.48 Termination for Default of the CONTRACTOR**

The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

1.48.1 If the CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof; or

1.48.2 If the CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within

a period of three (3) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure; or

- 1.48.3 In the event the COUNTY terminates this Contract in whole or in part as provided in Section 1.47, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or
- 1.48.4 If, after giving Notice of Termination of this Contract under the provisions of Section 1.47, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Section 1.47 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 1.46, Termination For Convenience of the COUNTY, herein above; or
- 1.48.5 Upon termination of this Contract, the CONTRACTOR shall adhere to the termination provisions of Section 1.47 herein above.

#### **1.49 Termination for Improper Consideration**

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. The CONTRACTOR shall immediately report

any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **1.50 Termination for Non-Adherence of COUNTY Lobbyist Ordinance**

The CONTRACTOR and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code 2.160.

Failure on the part of CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

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

The COUNTY'S obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to federal, State or COUNTY'S legislative appropriation for this purpose.

In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

#### **1.52 Termination Notices**

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

### **1.53 Timely Completion**

Time is of the essence in the completion of service and work as stipulated in this Contract.

### **1.54 Trade Secrets**

Recognizing that the COUNTY has no way to safeguard trade secrets or proprietary information, the CONTRACTOR shall hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by the COUNTY of trade secrets and proprietary information.

### **1.55 Validity**

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

### **1.56 Verbal Discussions**

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR'S behalf, shall be available to respond to the COUNTY'S verbal inquiries within twenty-four (24) hours.

### **1.57 Waiver**

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. 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. No waiver shall be enforced unless said waiver is set forth in writing.

### **1.58 Warranty**

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within one (1) workday after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

## **1.60 Compliance with Jury Service Program**

### **1.60.1 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 hereto as ATTACHMENT I and incorporated by reference into and made a part of the Contract.

### **1.60.2 Written Employee Jury Service Policy**

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

employee's regular pay the fees received for jury service.

- b. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the COUNTY. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
  
- c. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either even, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.





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

#### **1.61 Severability**

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

SIGNATURE PAGE

## **ATTACHMENT A**

# STATEMENT OF WORK

## 1.0 GENERAL

CONTRACTOR shall provide all management/administrative services necessary to implement the County's Long-Term Family Self-Sufficiency (LTFSS) Project #15, the Emergency Assistance to Prevent Eviction Program.

CONTRACTOR shall provide rent and/or utility assistance to eligible CalWORKs families who are at risk of losing their housing because of non-payment of rent due to financial hardship. The program is not applicable for lease violations. Emergency Assistance is limited to \$1,500 per family. COUNTY approval is required for amounts exceeding \$1,500 prior to any issuance. Housing counseling assistance will be provided to assist families in maintaining permanent housing.

## 2.0 SCOPE OF WORK

- .1 CONTRACTOR shall establish program policies, adhering to the parameters set forth in the Implementation Plan approved by the Board of Supervisors. CONTRACTOR will propose and adopt general policies for the Program, including: client eligibility requirements, intake procedures, application verification procedures, follow-up and counseling procedures, fraud prevention and data collection.
- .2 CONTRACTOR shall act in the role of intermediary and subcontract with agencies to perform direct services related to the Emergency Assistance to Prevent Eviction Program. Subcontracts must be approved by County Counsel.
- .3 CONTRACTOR shall develop a Request For Proposal (RFP) in consultation with the COUNTY, for the Project based on established program policies. CONTRACTOR's RFP shall solicit proposals for a competitive process, be publically noticed and released, and conduct a Proposer's Conference.
- .4 CONTRACTOR shall select a panel, in consultation with the COUNTY, of reviewers to evaluate, score and rank proposals (using a pre-established scoring instrument).

Proposals will be submitted for consideration to the CONTRACTOR's Commission.

- .5 Upon approval by CONTRACTOR's Commission, CONTRACTOR shall enter into sub-contracts with agencies to perform direct services related to the Emergency Assistance to Prevent Eviction Program. Subcontracts must be approved by County Counsel.
- .6 CONTRACTOR shall issue direct payment to landlord/utility company(ies) within two (2) business days upon receipt of approved requisitions from subcontractor. On emergency basis, CONTRACTOR shall issue funds within 24 hours.
- .7 Monitor performance of subcontractors.
- .8 Develop evaluation plan, in consultation with the COUNTY, and evaluate project effectiveness.

### **3.0 INTERMEDIARY FUNCTIONS**

CONTRACTOR shall act as intermediary between service providers and COUNTY.

- .1 CONTRACTOR shall recruit and maintain sufficient subcontractors for ongoing provision of Emergency Assistance to Prevent Eviction Program. Subcontractors must be acceptable to DPSS Director and subcontracts will include the direct service provider requirements as specified.
- .2 CONTRACTOR shall solicit for subcontracted direct services through the open competitive process.
- .3 Subcontractors shall:
  - a. Screen participants;
  - b. Obtain required documentation and approval;
  - c. Once the applicant is approved, submit disbursement requisition to

CONTRACTOR for payment immediately (within one business day), with a total amount of assistance limited to \$1,500 per family; and

- d. Provide follow-up housing counseling, including household budgeting skills, tenant/landlord mediation, locating alternative housing, if necessary or other issues concerning maintenance of stable housing.
- .4 CONTRACTOR shall issue payment disbursements to landlords/utility company(ies) within two (2) work days or within 24 hours for emergencies, upon receipt of approved requisitions from subcontractors.
- .5 CONTRACTOR shall monitor performance of subcontractors to ensure compliance with program requirements.
- .6 CONTRACTOR shall develop a plan, in consultation with the COUNTY, and evaluate the project for its effectiveness. The plan shall be submitted to the COUNTY no later than thirty (30) days following Board award.

### **3.1 COUNTY Personnel**

#### **COUNTY Contract Administrator (CCA)**

The COUNTY will designate one (1) person who will act as the CCA for the COUNTY on all policy, procedures, requirements, performance and information pertaining to the Contract.

Specifically, the CCA or alternate shall:

- .1 Monitor the CONTRACTOR's performance in the daily operation of this Contract.
- .2 Provide direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.
- .3 Negotiate with the CONTRACTOR on changes in service requirements pursuant to Section 1.5, Changes and Amendments of Terms, herein.

- .4 Not be authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate the COUNTY in any way whatsoever.
- .5 The COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at anytime thereafter a change of the CCA is made.

### **3.2 CONTRACTOR Personnel**

#### **Contract Manager**

The CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for planning, coordinating and implementing service delivery systems and the overall management of this Contract. The Contract Manager and alternate shall be identified, in writing, prior to Contract award and at anytime thereafter a change of Contract Manager or alternate is made. At minimum, the Contract Manager and alternate shall have demonstrated experience in providing required, equivalent or similar services in the areas outlined in the Statement of Work and a Bachelor's degree from an accredited college.

Specifically, the Contract Manager, or his/her alternate, shall:

- a. Have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- b. Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except COUNTY holidays, during program service hours to respond to any COUNTY inquiries.

### **3.3 CONTRACTOR Furnished Items**

#### **Facilities/Equipment**

CONTRACTOR shall furnish all facilities necessary to perform all services required by this contract.

CONTRACTOR shall furnish all equipment and supplies necessary to perform all services required by this agreement.

**Posting of Required Posters**

The CONTRACTOR shall post all required posters as directed by the COUNTY.

**Confidentiality of Records**

.1 CONTRACTOR shall maintain the confidentiality of individual records/information by:

- a. Maintaining files in locked drawers and cabinets at CONTRACTOR's headquarters.
- b. Limiting access of files to CONTRACTOR's designated staff.

These files, however, are subject to audit, and shall be accessible to COUNTY upon request during any business day.

**3.4 Complaints**

The CONTRACTOR shall:

- .1 Establish a procedure to resolve complaints, and provide such procedure to the COUNTY prior to Contract implementation.
- .2 Notify the COUNTY in writing within five (5) workdays of receiving a complaint.
- .3 Investigate grievances or complaints arising from actions taken by the SUBCONTRACTOR within five (5) workdays of their discovery. Copies of such investigations shall promptly be made available to the complainant and COUNTY.



- .4 Make easily available complaint forms and provide the COUNTY with a copy of any complaint form completed alleging that his/her civil rights have been violated.

A copy of the completed complaint form is to be sent to the COUNTY the first workday following the date of its completion.

### **3.5 Quality Control**

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of this Contract. The Plan shall be submitted for approval by the COUNTY to the CCA on the Contract start date, with revisions submitted as changes occur. The plan shall include, but may not be limited to, the following:

1. Method for assuring that professional staff rendering services under this Contract have qualifying experience;
2. Method of monitoring to ensure that Contract requirements are being met;
3. Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable; and
4. A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request;

### **3.6 COUNTY's Quality Assurance Plan**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on a regular basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and performance standards. The CONTRACTOR's deficiencies, which the COUNTY determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent

with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract. (Refer to *Technical Exhibit 1, Performance Requirements Summary Chart*, hereunder.)

- .1 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a *Contract Discrepancy Report* (Technical Exhibit 2), is issued at the discretion of the CCA, a meeting shall be held within five (5) workdays, as mutually agreed, to discuss the problem.

Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) workdays from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof.

Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.

Upon advance notice, either the COUNTY or the CONTRACTOR may make an auditory recording of the meeting.

- .2 Contract Discrepancy Reports

Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The CCA will determine whether a formal *Contract Discrepancy Report* shall be issued (Technical Exhibit 2). Upon receipt of this document, the CONTRACTOR is required to respond in writing to the CCA within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CCA within ten (10)

workdays.

.3 Government Observations

Federal, State and/or COUNTY personnel, in addition to departmental contracting staff, 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.

#### **4.0 TECHNICAL EXHIBITS**

The following supporting documentation and forms can be found as Technical Exhibits:

- .1 Performance Requirements Summary
- .2 Contract Discrepancy Report
- .3 Sample Monthly Invoice

# TECHNICAL EXHIBIT 1

## PERFORMANCE REQUIREMENTS SUMMARY

### T1.1 INTRODUCTION

This Technical Exhibit lists the required management services that will be monitored by COUNTY and the required services that shall be monitored by CONTRACTOR. COUNTY will sub-sample the CONTRACTOR's monitoring during the term of this Agreement. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, the COUNTY's preferred method of monitoring, and deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary are intended to be completely consistent with the main body of this Agreement and Section 3, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of this Agreement and Section 3. In any case of apparent inconsistency between required services or Standards as stated in the main body and Section 3 this Performance Requirements Summary, the meaning apparent in the main body and Section 3 will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Section 3, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of any points.

### Quality Assurance

At intervals determined by COUNTY, CONTRACTOR's performance will be compared by COUNTY to the contract standards and acceptable quality levels (AQL's) for the Intermediary Contractor, using the Quality Assurance Surveillance Plan (QASP).

COUNTY may utilize a number of monitoring methods to evaluate CONTRACTOR's performance including, but not limited to:

- Random sampling
- One hundred percent inspection;

- User complaints;
- Review of management reports;
- On-site observation;
- COUNTY data and records; and/or
- Assessor meeting.

### **Subcontract Monitoring**

Performance by subcontractors will be monitored by CONTRACTOR with the monitoring results reported to the COUNTY in December 2002, March 2003 and June 2003.

CONTRACTOR evaluation of subcontractors' performances may include any of the following monitoring methods as approved in the monitoring plan:

- Random sampling
- One hundred percent inspection;
- User complaints;
- Review of service reports;
- On-site observation;
- COUNTY data and records; and/or
- Information, reports or data which may be provided by COUNTY.

### **Criteria for Acceptable and Unacceptable Performance**

Performance of a service listed in the Performance Requirements Summary is considered acceptable when the number of discrepancies found by COUNTY during contract monitoring does not exceed the number of discrepancies allowed by the AQL.

### **Untimely Performance or Re-performance**

For services reviewed by sampling, CONTRACTOR and/or subcontractors shall be required to immediately correct those activities found to be unacceptable. If immediate resolution is not possible, CONTRACTOR shall implement a plan for resolution within five (5) business days. The correction of problems found shall not improve the overall rating of that service, since the sample represents the entire work required.

### **Value of Unacceptable Performance**

When performance does not conform with the requirements of this contract, COUNTY shall have the right to apply the following nonperformance penalties:

- Require CONTRACTOR to implement a corrective action plan, which has been approved by COUNTY. In the plan CONTRACTOR shall explain why performance was unacceptable, how performance will be returned to an acceptable level and how problems will be prevented in the future. This may be applied when the total unacceptable Performance Indicator exceeds 75 points in one month for CONTRACTOR.
- Require CONTRACTOR to reduce, suspend or cancel the subcontract of a direct service provider which has serious or repeated incidence of unacceptable performance or systematic deliberate misrepresentations. This may be applied when the total unacceptable Performance Indicator exceeds levels agreed to by COUNTY and CONTRACTOR.
- Require CONTRACTOR to reduce, suspend or cancel the contract for deliberate misrepresentations or nonperformance. This may be applied when the total unacceptable Performance Indicator exceeds levels agreed to by COUNTY and CONTRACTOR.
- Notify authorizing or licensing agencies when laws or regulations of that agency are intentionally violated. This will be applied as necessary.

## **T1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART**

The Performance Requirements Summary Chart is at the end of this exhibit and:

1. Defines the Standard of performance for each required service.
2. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalties.
3. Shows the penalties/fees to be assessed for exceeding the AQL, for each listed Contract requirement. These may serve as baseline for assessing penalties.

## **T1.3 CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a Required Service is considered acceptable when the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to explain in writing the reasons for such unacceptable performance, and how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the CONTRACTOR's explanation and determine if any penalties will be assessed. The CDR is at the end of this exhibit as Technical Exhibit 2.

## **T1.4 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE**

### **T1.4.1 Determination of the Number of Defects that Renders a Service Unsatisfactory.**

The sample is selected at random so that it will be representative of the entire population. It is compared to the Standard, and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information.

1. *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet this Agreement's Standard for satisfactory performance;
2. *Lot Size* - the total number of unit or services provided quarterly;
3. *Sample Size* - the number of units to be checked for a given time period; and
4. *Acceptance/Rejection Numbers* - the number that indicates whether the Lot is acceptable or unacceptable.

**T1.4.2** The AQL for each sampling is taken from the Performance Requirements Summary.

**T1.4.3** The Unsatisfactory Performance Indicator (UPI) is assessed from the sample size and shall be applied to the lot size. The lot size is determined by how often the CONTRACTOR will provide a service during the quarter. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

For example, a sample size of 100 selected from a lot size of 1,000 with an AQL of 10% allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if \$10 per incident are to be assessed, the following formula is used:

$$12\% \times 100 \text{ (sample size)} = 12\%$$

$$12\% - 10\% = 2\% \text{ over the AQL}$$

$$12\% \times 1,000 \text{ (lot size)} = 120 \text{ (\# of unacceptable discrepancies)}$$

$$120 \times \$10 \text{ (UPI penalty)} = \$1,200$$



**PERFORMANCE REQUIREMENTS SUMMARY CHART**

REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) %	PENALTY
	Develop a Request For Proposal for the Program based on established program policies.	None	Material breach of contract subject to suspension/termination
	Recruit and maintain sufficient subcontractors for ongoing services.	None	5 pts per inability to provide service
	Submit disbursement for payment immediately (within 2 business days)	None	10 pts per error
	Monitor service providers for contract compliance and quality of services.	None	10 pts per error
	Maintain and comply with Quality Control Plan.	None	10 pts per error
	Provide insurance verifications to CCA	None	Material breach of contract subject to suspension/termination
	Ensure providers meet qualifications	None	10 pts per error
	Ensure invoices, management and monitoring reports are submitted to COUNTY as required	None	5 pts per error
	Ensure confidentiality agreements are signed and on file	None	10 pts per error

**TECHNICAL EXHIBIT 2**

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:** Prepared  
Returned by CONTRACTOR  
Action Completed

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

\_\_\_\_\_  
Signature of CCA Date

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of CCA Date

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

\_\_\_\_\_  
Signature of CCA Date

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

**CONTRACTOR NOTIFIED OF ACTION:**

CCA's Signature and Date \_\_\_\_\_

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

# TECHNICAL EXHIBIT 3

## MONTHLY INVOICE

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

SERVICE MONTH: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor Name/Address

CONTRACTOR SOCIAL SECURITY OR  
TAXPAYER I.D. NUMBER: \_\_\_\_\_

---

**Total Cases Receiving Emergency Assistance During Month** \_\_\_\_\_  
(Supporting Documentation Attached)

	SERVICE MONTH EXPENDITURES	YEAR-TO-DATE EXPENDITURES
<b>Advance Amount on Hand</b>		
<b>TOTAL COSTS:</b>		
A. LAHSA Admin		
B. Subcontractors		
1. _____		
2. _____		
3. _____		
4. _____		
C. Direct Costs		
<b>TOTAL AMOUNT</b>		

\_\_\_\_\_  
CONTRACTOR'S AUTHORIZING SIGNATURE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT TO INVOICE

ATTACHMENT B

EMERGENCY ASSISTANCE TO PREVENT EVICTION PROGRAM

FY 2002-03 BUDGET

**DIRECT COST**

(List each staff classification)

<b>Payroll:</b>	<b>FTE*</b>	<b>Monthly Salary</b>	<b>Months</b>	<b>TOTAL</b>
Director of Contracts & Grants	15%	7,195	6	\$ 6,475
RFP Manager	50%	4,597	2	\$ 4,597
Contracts Specialist	20%	3,750	6	\$ 4,500
Reporting Specialist	40%	4,877	2	\$ 3,902
Chief Financial Officer	15%	6,250	6	\$ 5,625
Accounts Payable Clerk	100%	2,750	7	\$19,250
Others (Please continue to list)				
<b>Total Salaries and Wages</b>				<b><u>\$44,349</u></b>

\*FTE = Full Time Equivalent Positions

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Employee Benefits

Includes medical, dental, life, pension and payroll taxes averaged at 27% of direct salaries

Total Benefits \$11,974

Supplies \$ 8,692

---

**INDIRECT COST** (List all appropriate)

Management Overhead \$9,985

**LAHSA COSTS \$75,000**

**SUBCONTRACTORS COSTS: \$1,425,000**

**TOTAL PROGRAM COSTS \$1,500,000**

---

EMPLOYEE BENEFITS

**Medical Insurance/Health Plan**

Employer Pays \$ 100% Employee Pays \$ \_\_\_\_\_ Total Premium \$ \_\_\_\_\_

Annual Deductible: (**NOTE: Varies with plan choice**)

Employee \$ \_\_\_\_\_

Family \$ \_\_\_\_\_

Coverage ( ): (**NOTE: Varies with plan choice**)

\_\_\_ Hospital Care (Inpatient \_\_\_ Out Patient \_\_\_)

\_\_\_ X-Ray & Laboratory

\_\_\_ Surgery

\_\_\_ Office Visits

\_\_\_ Pharmacy

\_\_\_ Maternity

\_\_\_ Mental Health/Chemical Dependency, Inpatient

\_\_\_ Mental Health/Chemical Dependency, Outpatient

**Dental Insurance**

Employer Pays \$ 100% Employee Pays \$ \_\_\_\_\_ Total Premium \$ \_\_\_\_\_

**Life Insurance**

Employer Pays \$ 100% Employee Pays \$ \_\_\_\_\_ Total Premium \$ \_\_\_\_\_

**State Disability/Unemployment Insurance**

**Employer participates in both state insurance programs.**

**Vacation**

Number of Days 10, And

Any Increase After 5 Years of Employment, Number of Days or Hours 15

**Sick leave**

Number of Days 12 Per Year, And

Any Increase or Accumulation, Number of Days or Hours \_\_\_\_\_

**Holidays**

Number of Days 11 & 1 floating holiday Per Year

**Retirement**

Employer Pays \$ 5% Employee Pays \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

\*401A pension plan and 457 deferred compensation plan through Lincoln Financial Advisors Corp. After 6 months of employment, employees receive contributions of 5% of employees' salaries for 401A plan. Employees may choose to

participate in deferred compensation plan.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this Proposal, this potential CONTRACTOR certifies that the prices quoted herein have been arrived at independently without consultation, communication, or Contract with any other bidder or competitor for the purpose of restricting competition.

The following names with their telephone numbers are persons authorized legally to commit the CONTRACTOR:

_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Typed Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUEST FOR PROPOSALS**

**GROUND FOR REJECTION**

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

Notwithstanding any other section of this *Code*, the COUNTY shall not Contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

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

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

\_\_\_\_\_  
Typed Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

**GENERAL INFORMATION**

Your employer, \_\_\_\_\_, has entered into a Contract with the COUNTY of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

**ACKNOWLEDGMENT 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 or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles COUNTY for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the COUNTY of Los Angeles.*

\_\_\_\_\_ **(Initial and date)**

**CONFIDENTIALITY AGREEMENT**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to COUNTY services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY of Los Angeles. The COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in COUNTY work, the COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by \_\_\_\_\_ for the COUNTY.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

**Please read the following Contract and take time to consider it prior to signing:**

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between \_\_\_\_\_ and the COUNTY of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the COUNTY of Los Angeles will seek all possible legal redress.*

\_\_\_\_\_ **(Initial and Date)**

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)

- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: \_\_\_\_\_  
(CONTRACTOR Employee's Signature)

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

Name: \_\_\_\_\_  
(Please Print CONTRACTOR Employee's Name)

Social Security Number: \_\_\_\_\_

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

Original: CONTRACTOR  
Copy: Contract Employee

PROPOSER'S EEO CERTIFICATION

Proposer's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990, the CONTRACTOR, supplier, or 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, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

(circle one)

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

Name and Title of Signer

Signature Date

PROPOSER'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Proposer's Name

Address

Service Employer Identification Number Internal Revenue

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the Americans with Disabilities Act of 1990, the CONTRACTOR, supplier, or proposer certifies and agrees that all persons serviced 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, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

- 1. The Proposer has a written policy statement prohibiting discrimination in providing services and benefits. (circle one) Yes No
2. The Proposer periodically monitors the equal provision of services to ensure nondiscrimination. Yes No
3. Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. Yes No

Name and Title of Signer

Signature Date

**ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for Purchase Order award, Proposers shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer’s employee mentioning program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers shall complete, sign, and return with their proposal request this form. Proposers who are unable to meet this requirement shall not be considered for Contract award.

**Proposer shall complete all of the following information, sign where indicated, and return this form with its quotation in response to the Proposal Request:**

**A. Proposer has a proven record of hiring GAIN participants.**

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**(Subject to verification by COUNTY)**

**B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that vendor is willing to interview qualified GAIN/GROW participants.**

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**If YES, state the name and telephone number of the person whom the COUNTY may contact to refer GAIN/GROW Participants:** \_\_\_\_\_

\_\_\_\_\_

**C. Proposer is willing to provide employed GAIN participants access to its employee mentioning program, if available.**

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO** \_\_\_\_\_ **NA (program not available)**

**PROPOSER**

\_\_\_\_\_  
**(Type or Print Name of Firm)**

**By:** \_\_\_\_\_

**Type or Print Name:** \_\_\_\_\_

**Type or Print Title:** \_\_\_\_\_

**Title 2 ADMINISTRATION****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)



**Title 2 ADMINISTRATION****2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- I. "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.
- II. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- III. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - I. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - II. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  3. A purchase made through a state or federal contract; or
  4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  - I. 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

**Title 2 ADMINISTRATION**

**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)

**Title 2 ADMINISTRATION****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)

**Title 2 ADMINISTRATION****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)

**Title 2 ADMINISTRATION****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**

**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.
- E. "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.
- F. "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)

**Title 2 ADMINISTRATION**

**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)

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

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

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

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

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

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

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

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

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

**OR**

**Part II - Certification of Compliance**

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

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



Print Name:	Title:
Signature:	Date: