



MARJORIE KELLY  
Interim Director

County of Los Angeles  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020

(213) 351-5602

Board of Supervisors

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Fifth District

February 20, 2003

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

Dear Supervisors:

**REQUEST TO APPROVE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA (REGENTS) FOR PREPARATION AND SUPPORT FOR FAMILIES  
ADOPTING CHILDREN WITH SPECIAL NEEDS (P AND S) SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the attached three year Agreement (Attachment A) with The Regents of the University of California (Regents) for the administration and provision of Preparation and Support for Families Adopting Children with Special Needs (P and S) services effective March 4, 2003 through February 28, 2006, with a maximum annual contract cost of \$274,769 and a maximum three year contract sum of \$824,307. Sufficient funding for this Agreement is included in the FY 2002-03 Adopted Budget and has been included in the Department of Children and Family Services' (DCFS) FY 2003-04 Budget Request. The annual agreement cost will be financed using \$206,077 (75%) Federal, \$48,084 (17.5%) State, and \$20,608 (7.5%) County funds.
2. Delegate authority to the Director of DCFS, or designee, to execute amendments to increase or decrease the contract sum of the Agreement up to ten percent (10%) of the original maximum annual contract sum in order to accommodate any anticipated increase or decrease in services, provided that sufficient funds are available and subject to County Counsel and Chief Administrative Office (CAO) approval; and instruct the Director of DCFS to notify the Board of Supervisors and CAO in writing within 10 working days of execution of such amendment.

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

The recommended actions will enable DCFS to continue providing education, preparation and support services to prospective and adoptive parents adopting children ages 0-12 with special needs, particularly those with prenatal exposure to alcohol and other drugs. The recommended action will also provide training and support to DCFS Adoption staff to facilitate the adoption of these children. Additionally, the recommended actions will provide training and support for parents who have adopted these special needs children. These actions will reduce barriers to permanency for children with special needs and promote their healthy development and successful placement with adoptive families. Without approval of the recommended actions, P and S services will no longer be available to assist prospective and adoptive parents in meeting future needs, thereby discouraging many families from adopting these children.

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

The recommended action is consistent with the principles of the Countywide Strategic Plan by increasing access to adoption related services (Goal #1 – Service Excellence, Strategy #2 – Design Seamless Service Delivery Systems), improving CSW effectiveness (Goal #3 – Organizational Effectiveness, Strategy #2 – Improve Internal Operations), and providing services for children and families across functional and jurisdictional boundaries (Goal #5 – Children and Families’ Well-Being, Strategy #1 – Coordinate, Collaborate and Integrate Services for Children and Families across functional and jurisdictional boundaries.)

## **FISCAL IMPACT/FINANCING**

The maximum contract sum for the three year term of this Agreement is \$824,307. The maximum annual contract cost for each year of this Agreement is \$274,769. The annual contract costs are financed using 75% (\$206,077) federal, 17.5% (\$48,084) State, and 7.5% (\$20,608) County funds. Funding for this Agreement is included in the FY 2002-03 Adopted Budget and in DCFS’ FY 2003-04 Budget Request.

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

The current Agreement for P and S services, also known as the Training, Intervention, Education and Support (TIES) for Adoption program, will expire on February 28, 2003.

In Los Angeles County, children with prenatal substance abuse exposure constitute more than 80% of the children available for adoption through DCFS. The lack of adoption-sensitive services to help prepare, educate, and support families discourages many families from adopting these children.

The P and S program provides training and support services to prospective and adoptive parents and to DCFS Adoption staff to facilitate the healthy development and adoption of children who have been prenatally exposed to alcohol and other drugs, and further attempts to reduce the barriers to permanency for these children. The P and S program specifically targets prospective and adoptive parents of children ages 0-12 in the foster care system.

Execution of this Agreement will enable DCFS to provide uninterrupted training and support services to prospective and adoptive parents who adopt children prenatally exposed to alcohol and other drugs. These services will help reduce the barriers to permanency, and promote the healthy development and successful placement of these children.

The Agreement provides that the County may terminate the Agreement at any time by providing a 30-day written notice to the Regents.

The Agreement is an actual cost reimbursement agreement that requires the Regents to provide training to prospective adoptive parents which includes six blocks of training with each block comprised of at least three 3-hour modules and a minimum attendance of 20 people at each module.

The Agreement includes all Board required provisions and expressly provides that the County has no obligation to pay for expenditures by the Regents which exceed the maximum contract sum. Additionally, the Agreement includes a provision which requires the Regents to provide in-kind services financed through revenue from sources other than the P and S Agreement. Further, the Regents will not be asked to perform services (other than in-kind services) which exceed the contract amount, scope of work, or contract dates.

The Honorable Board of Supervisors  
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Late submission of this Board letter was outside DCFS' control due to unanticipated contract negotiations. Additionally, as a result of the contract negotiations, a provision for mutual indemnification is included in the Agreement, recognizing that both DCFS and the Regents will assume certain program development and implementation functions as specified in the Statement of Work of the Agreement.

The current Agreement will expire on February 28, 2003. The Contractor acknowledges that the County has no obligation to reimburse for services provided, if any, between March 1, 2003 and March 3, 2003. However, if the Agreement is not approved by the Board on March 4, 2003, there will be a significant cost impact to the Contractor.

The Regents is in compliance with all Board, CAO, and County Counsel requirements.

This Board letter has been reviewed by County Counsel and approved by the CAO. The Agreement has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

DCFS released a Request for Proposals (RFP) for Preparation and Support for Families Adopting Children with Special Needs services on November 15, 2002. The solicitation process included advertisements in three newspapers (Los Angeles Times, La Opinion, and LA Watts Times) for a total of seven non-consecutive days. DCFS also advertised on the County's website and distributed mailings to 34 colleges and universities throughout Los Angeles County (Attachment B).

The Regents was the only proposer that submitted a proposal in response to the RFP. On December 16, 2002, an evaluation committee determined that the Regents met the "Responsive" and "Responsible Proposer" criteria set forth in state regulations. Thereafter, the evaluation committee scored the proposal and gave the proposal 730 points.

DCFS has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) and the Cost of Living Adjustment/Consumer Price Index (COLA/CPI) provision do not apply to the recommended Agreement.

The Contractor was selected without regard to gender, race, creed, or color for award of a Contract.

The Honorable Board of Supervisors  
February 20, 2003

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

Approval of this Agreement will enable the DCFS to provide for the continuation of training and support services that will encourage prospective adoptive parents to adopt children with prenatal exposure to alcohol and other drugs. Additionally, these services will strengthen and preserve families that have adopted these children.

**CONCLUSION**

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Officer-Clerk of the Board send one (1) copy of the adopted Board letter and Agreement to:

1. Department and Children and Family Services  
Contracts Administration  
Attn: Contracts Manager  
425 Shatto Place, Room 205  
Los Angeles, CA 90020
  
2. Office of the County Counsel  
Attn: Kathleen Felice, Senior Deputy County Counsel  
201 Centre Plaza Drive, Ground Floor  
Monterey Park, CA 91754

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3. The Regents of the University of California  
Attn: Mark R. Lipschutz, Contract and Grant Officer  
10920 Wilshire Blvd., Suite 1200  
Los Angeles, CA 90095

Respectfully submitted,

MARJORIE KELLY  
Interim Director

MJ:WC:EO

Attachment (2)

c: Chief Administrative Officer  
County Counsel

**ATTACHMENT A**

**AGREEMENT**

**WITH**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**FOR**

**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH  
SPECIAL NEEDS**

**MARCH 2003**

**AGREEMENT FOR  
PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH  
SPECIAL NEEDS**

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## EXHIBITS

- EXHIBIT A -Statement of Work
  - ATTACHMENT A-1 -DCFS Adoption Offices throughout Los Angeles County
  - ATTACHMENT A-2 -Definitions
- EXHIBIT B -Budget
- EXHIBIT C -Certification of Independent Price Determination
- EXHIBIT D -Contractor's Equal Employment Opportunity (EEO) Certification
- EXHIBIT E -Community Business Enterprise Forms (CBE)
- EXHIBIT F -Employee Acknowledgment and Confidentiality Agreement
- EXHIBIT G -Auditor-Controller Contract Accounting and Administration Handbook
- EXHIBIT H -Internal Revenue Notice 1015
- EXHIBIT I -Child Support Compliance Program Certification
- EXHIBIT J1 -Jury Service Program Certification
- EXHIBIT J2 -Los Angeles County Code 2.203 (Jury Service Program)

**AGREEMENT FOR  
PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH  
SPECIAL NEEDS**

(hereinafter referred to as "Agreement").

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2003, by and between

County of Los Angeles  
hereinafter referred to as  
"COUNTY"

and

The Regents of the University of California  
hereinafter referred to as  
"CONTRACTOR"

W I T N E S S E T H

**WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and**

WHEREAS, the COUNTY desires to reduce barriers to permanency for children with special needs, particularly prenatal exposure to alcohol and other drugs and promote their healthy development and successful placement with adoptive families; and

WHEREAS, the COUNTY desires to provide Preparation and Support to Families Adopting Children with Special Needs services to prospective adoptive parents, adoptive parents, and COUNTY professionals to promote the adoption of children with special needs, particularly prenatal exposure to alcohol and other drugs; and

WHEREAS, COUNTY has determined that the services to be provided under this Agreement are necessary to better prepare prospective adoptive parents, adoptive parents, and COUNTY professionals in reducing barriers to permanency for children with special needs, particularly prenatal exposure to alcohol and other drugs; and

WHEREAS, pursuant to provisions of Title IV-E of the Social Security Act, the COUNTY is designated to administer preparation and support services for prospective adoptive parents, adoptive parents, and COUNTY professionals to reduce

barriers to permanency for children with special needs, particularly prenatal exposure to alcohol and other drug abuse.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

## **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 1.2 Exhibits A, B, C, D, E, F, G, H, I, and J set forth below are attached to and incorporated by reference in this Agreement.
- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A	-Statement of Work
Exhibit B	-Budget
Exhibit C	-Certification of Independent Price Determination
Exhibit D	-Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	-Community Business Enterprise Form (CBE)
Exhibit F	-Employee Acknowledgment and Confidentiality Agreement
Exhibit G	-Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H	-Internal Revenue Notice 1015
Exhibit I	-Child Support Compliance Program Certification
Exhibit J	-Jury Service Program Certification
	-Los Angeles County Code 2.203 (Jury Service Program)

- 1.4 CONTRACTOR and COUNTY agree that the following terms, as used in this Agreement, shall have the following meanings:
  - A. "Day(s)" means calendar day(s) unless otherwise specified;
  - B. "DCFS" means COUNTY's Department of Children and Family Services;
  - C. "Director" means COUNTY's Director of Children and Family Services or his or her authorized designee;

- D. "Fiscal Year(s)" means COUNTY's Fiscal Year which commences July 1 and ends the following June 30;
- E. "Program Manager" means the COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities;
- F. "Project " means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work;
- G. "Project Director" means the CONTRACTOR representative responsible for daily management of contract operation and overseeing the multidisciplinary team assembled by CONTRACTOR to provide the services defined in Exhibit A, Statement of Work.
- H. "Subcontract" means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- I. "Model Approach to Partnerships in Parenting (MAPP)" means an established training curriculum that prospective adoptive parents are generally required to attend.
- J. "Multi-disciplinary Team" means Any team of three or more persons who are trained in the prevention, identification and treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse as set forth in Welfare and Institutions Code section 18951. These persons will be capable of conducting a thorough bio-psycho-social assessment of a child.

## **2.0 CONTRACTOR'S WORK**

- 2.1 Pursuant to the provisions of this Agreement, CONTRACTOR shall provide COUNTY with services to reduce barriers to permanency for children with special needs, particularly prenatal exposure to alcohol and other drug abuse and to promote the healthy development and successful placement of these children with adoptive families. CONTRACTOR's services shall specifically target prospective adoptive parents and adoptive parents of court dependent children, ages 0-12. CONTRACTOR will provide professional training, intervention, education, and support to prospective adoptive parents, adoptive parents, COUNTY professionals, and children, as defined herein and as more fully set forth in Exhibit A, Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.
- 2.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

- 2.3 The parties understand and agree the costs associated with in-kind services referenced in Exhibit A, Statement of Work, shall be borne entirely by CONTRACTOR and/or through revenue from other sources. In-kind services shall not be paid through the P and S Agreement nor involve direct funding from the P and S program.

### **3.0 TERM AND TERMINATION**

The term of this Agreement shall commence on March 4, 2003 or the date of approval by the COUNTY Board of Supervisors, whichever is later, and shall continue through February 28, 2006, unless terminated earlier as provided herein.

### **4.0 CONTRACT SUM**

- 4.1 COUNTY and CONTRACTOR agree that this is an actual cost reimbursement contract. During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.0, Payment and Invoices, provided that the total amount payable under this Agreement is Eight Hundred Twenty Four Thousand Three Hundred Seven dollars (\$824,307), hereinafter referred to as "Maximum Contract Sum". The maximum amount payable during each contract year of the term of this Agreement is Two Hundred Seventy Four Thousand Seven Hundred Sixty Nine dollars (\$274,769), hereinafter referred to as "Maximum Annual Contract Sum".
- 4.2 CONTRACTOR has prepared and submitted to COUNTY a Budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Agreement hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 12.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

### **5.0 PAYMENT AND INVOICES**

- 5.1 For work performed in accordance with the terms of this Agreement as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly

in arrears at the actual cost incurred in conformance with Exhibit B, Budget, and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs).

- 5.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum for each year between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the five percent (5%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

Department of Children and Family Services  
Adoptions Division  
Attention: Sari Grant, Program Manager  
695 South Vermont Avenue, 9<sup>th</sup> Floor  
Los Angeles, California 90005

And a duplicate copy of the Budget modification request to:

Department of Children and Family Services  
Contracts Administration  
Attention: Contract Manager  
425 Shatto Place, Room 205  
Los Angeles, California 90020

- 5.3 Expenditures made by CONTRACTOR in the operation of this Agreement shall be in compliance and in conformity with Office of Management and Budget (OMB) Circulars A-21 – Cost Principles for Educational Institutions, A-110 – Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, A-133 – Audits of States, Local Government, and Non-Profit Organizations, and the line item budget categories of Exhibit B, Budget.
- 5.4 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days at COUNTY's sole discretion as long as sufficient funds remain available under this Agreement. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Budget.

- 5.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Office (“Finance”) and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Contract and Grant Payments Unit  
425 Shatto Place, Room 204  
Los Angeles, California 90020

And a duplicate copy of the invoices to:

Department of Children and Family Services  
Adoptions Division  
Attention: Sari Grant, Program Manager  
695 South Vermont Avenue, 9<sup>th</sup> Floor  
Los Angeles, California 90005

- 5.6 Upon receipt of CONTRACTOR’s monthly invoice, Finance shall forward the invoice to the Program Manager, or designee, for review and approval. The Program Manager shall review the detailed charges to ensure charges are in accordance with the Agreement terms and that invoiced services have been received.
- 5.7 Upon approval of the monthly invoice, the Program Manager, or designee, shall forward the invoice to Finance for payment.
- 5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Agreement. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Agreement.
- 5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR’s Tax Identification Number.
- 5.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR,

as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

- 5.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.12 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices, of this Agreement, when expenditures under this Agreement total seventy-five (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices, of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices.
- 5.13 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

## **6.0 RECORDS AND AUDITS**

- 6.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook, attached hereto as EXHIBIT G. CONTRACTOR shall also maintain accurate and complete

employment and other records relating to its performance of this Agreement.

- 6.2 CONTRACTOR agrees that COUNTY and its authorized representatives, the State of California and its authorized representatives, and the Federal Government, and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.
- 6.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 6.4 CONTRACTOR shall be responsible for conducting annual financial audits of its agency in compliance with the Office of Management and Budget Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 6.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel

records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.

- 6.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.
- 6.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may withhold reimbursement or terminate this Agreement.

#### **7.0 AUDIT SETTLEMENT**

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's option, credited against future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Agreement exceed the Maximum Contract Sum.

#### **8.0 INDEMNIFICATION**

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

- 8.2 COUNTY shall indemnify, defend and hold harmless CONTRACTOR, and its officers, agents, employees, and students 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 COUNTY's acts and/or omissions arising from and/or relating to this Agreement.

## **9.0 GENERAL INSURANCE REQUIREMENTS**

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

- 9.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contracts Administration, Department of Children and Family Services, Attn. Contracts Manager, 425 Shatto Place, Room 205, Los Angeles, California 90020 prior to commencing services under this Agreement. Such certificates or other evidence shall:
- 9.1.1 Specifically identify this Agreement.
  - 9.1.2 Clearly evidence all coverages required in this Agreement.
  - 9.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - 9.1.4 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 insureds for all activities arising from this Agreement.
  - 9.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 9.2 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.
- 9.3 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 Agreement upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 9.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 9.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 9.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
- 9.4.3 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 Manager.
- 9.4.4 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 Agreement.
- 9.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 9.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- 9.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- 9.6.2 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.

**10.0 INSURANCE COVERAGE REQUIREMENTS:**

- 10.1 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

- 10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”

- 10.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

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

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

- 10.4 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 one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

10.5 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$ 1 million
Forgery or Alteration:	\$ 1 million
Theft, Disappearance and Destruction:	\$ 1 million
Computer Fraud:	\$ 1 million
Burglary and Robbery:	\$ 1 million

## 11.0 NOTICES

11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Department of Children and Family Services  
Contracts Administration  
Attention: Contract Manager  
425 Shatto Place, Room 205  
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

The Regents of the University of California  
Contract and Grant Administration  
Attention: Mark R. Lipschutz, Contract and Grant Officer  
10920 Wilshire Blvd., Suite 1200  
Los Angeles, CA 90095

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

11.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient notice.

## 12.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

- 12.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 12.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.
- 12.3 For purposes of Sections 12.1 and 12.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0, Contract Sum, of this Agreement.
- 12.4 Notwithstanding the provisions of Sections 12.1 and 12.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement which increase or decrease payments to CONTRACTOR which are commensurate with increases or decreases in the units of service being provided under this Agreement under the following conditions:
  - 12.4.1 COUNTY's total payments to CONTRACTOR shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.
  - 12.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.

12.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

12.4.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Agreement changes, in writing, within ten (10) work days following execution of such amendment.

### **13.0 ASSIGNMENT/DELEGATION OF RIGHTS**

- 13.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 22.0, Events of Default, herein and shall be null and void, subject to waiver by COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.
- 13.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 13.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar Agreements.
- 13.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement 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 CONTRACTOR may have against COUNTY, whether under this Agreement or otherwise.

## 14.0 SUBCONTRACTING

- 14.1 No performance of this Agreement or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY's Director. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Agreement, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith. CONTRACTOR shall submit each subcontract to the COUNTY for written approval prior to subcontractor performing any work hereunder.
- 14.2 All of the provisions of this Agreement and any amendment(s) hereto shall extend to and be binding upon subcontractors, provided that assignment or delegation of rights under a subcontract by subcontractors shall not require COUNTY approval. The CONTRACTOR shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles."
- 14.3 CONTRACTOR shall require its subcontractors to indemnify and hold COUNTY harmless from any and all liability arising or resulting from the acts or omissions of its subcontractors. CONTRACTOR hereby indemnifies COUNTY against its failure to secure such indemnification from CONTRACTOR's subcontractors.
- 14.4 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Agreement. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 14.4.1 An executed Employee Acknowledgment and Confidentiality Agreement, EXHIBIT F, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.
- 14.4.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Section 10.0, Insurance Coverage Requirements, of this Agreement, and
- 14.4.3 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.

- 14.5 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 14.6 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 14.7 Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.
- 14.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

#### **15.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Agreement.

#### **16.0 COVENANT AGAINST CONTINGENT FEES**

- 16.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for either a flat fee, a percentage commission or any other form of remuneration.
- 16.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Agreement and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

## **17.0 DISCLOSURE OF INFORMATION**

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

17.1.1 CONTRACTOR shall develop all publicity material in a professional manner.

17.1.2 During the course of performance of this Agreement, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

17.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

## **18.0 COMPLIANCE WITH APPLICABLE LAWS**

18.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

18.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and

regulations include, but are not limited to, 45 CFR Section 74, et seq.

18.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and the California Department of Social Services Manual of Policies and Procedures, Division 19.

18.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

18.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

18.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 18.1, Compliance with Applicable Laws.

## **19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

## **20.0 NON-DISCRIMINATION IN EMPLOYMENT**

20.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246

entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

- 20.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. 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.
- 20.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 20.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.
- 20.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Agreement. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Agreement.
- 20.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Agreement, 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 terminating this Agreement.

## **21.0 CLIENT GRIEVANCES**

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

## **22.0 EVENTS OF DEFAULT**

### **22.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Agreement if either of the following circumstances exist:

22.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

22.1.2 CONTRACTOR fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.

### **22.2 Default for Insolvency**

COUNTY may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:

22.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

22.2.2 The filing of a voluntary petition in bankruptcy;

22.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

22.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

### **22.3 Other Events of Default**

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

## **23.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

23.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 22.0, Events of Default, this Agreement

may be subject to termination either immediately or within such longer time period as noticed by COUNTY.

- 23.2 In the event COUNTY terminates this Agreement in whole or in part as provided in this Agreement, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 23.2, over and above the Maximum Contract Sum, shall be charged against the CONTRACTOR and/or its sureties.
- 23.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.
- 23.4 In the event that, following services of the Notice of Termination of this Agreement under the provisions of this Agreement, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Agreement or that the default was excusable under provisions of this Agreement, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

#### **24.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 24.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 24.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 24.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## 25.0 TERMINATION FOR CONVENIENCE

- 25.1 The performance of services under this Agreement may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.
- 25.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 25.2.1 Stop services under this Agreement on the effective date of termination.
- 25.2.2 To the extent possible, continue to perform, as required by this Agreement until the effective date of termination.
- 25.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement for any terminated services.
- 25.4 Subject to the provisions of Section 25.3 above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Agreement. If after a good faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which CONTRACTOR or its subcontractor(s) has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

## **26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 26.1 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.
- 26.2 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 this Agreement, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 26.3 The COUNTY may debar the 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.
- 26.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS 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.
- 26.5 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.
- 26.6 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.

26.7 These terms shall also apply to subcontractors of COUNTY Contractors.

## **27.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

27.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

27.2 All funds for payment are conditioned upon the COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.

27.3 In the event the COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the CONTRACTOR's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

27.4 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 for services provided by the CONTRACTOR under this Agreement. 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.

## **28.0 CONFLICT OF INTEREST**

28.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall knowingly be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of COUNTY who may financially benefit from the provision of services hereunder shall in any

way participate in COUNTY's approval, or ongoing evaluation of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.

- 28.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

### **29.0 EMPLOYEE BENEFITS AND TAXES**

- 29.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 29.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Agreement or CONTRACTOR's performance hereunder.

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

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

### **31.0 CONFIDENTIALITY**

- 31.1 CONTRACTOR shall maintain the confidentiality of all records, including, but not limited to, COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and

Confidentiality Agreement”, EXHIBIT F. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

- 31.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827, Section 830, and Section 10850 of the California Welfare and Institutions Code and the California Department of Social Services Manual of Policies and Procedures, Division 19.

## **32.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW**

- 32.1 The Director shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. The Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect and review CONTRACTOR’s performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.
- 32.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR’s program, records and procedures at any reasonable time.
- 32.3 The COUNTY or its agent will evaluate CONTRACTOR’s performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR’s compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.
- 32.4 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.
- 32.5 CONTRACTOR shall prepare and submit to Program Manager a written semi-annual report describing the services provided throughout each

Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:

32.5.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Agreement, and any difficulties encountered that could jeopardize the completion of the project or milestones or deliverables within the schedule.

### **33.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

### **34.0 CRIMINAL CLEARANCES**

- 34.1 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.
- 34.2 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.
- 34.3 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) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

<b>SECTION</b>	<b>TITLE</b>
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.

286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

**35.0 CHILD SUPPORT COMPLIANCE PROGRAM**

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

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

35.1.2 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 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney 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).

35.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

35.2.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 35.1 "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) days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this contract pursuant to paragraph 23.0, "Termination for Contractor's Default".

35.3 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

35.3.1 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 District Attorney will supply CONTRACTOR with the poster to be used.

**36.0 FORMER FOSTER YOUTH CONSIDERATION**

36.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 37.0 and 38.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services

425 Shatto Place, Room 307  
Los Angeles, California 90020

FAX: (213) 383-3773

- 36.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 36.3 CONTRACTOR is exempt from the provisions of this Section 36.0 if it is a governmental entity.

**37.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

- 37.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONTRACTOR shall give consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Agreement.
- 37.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:

Department of Human Resources  
500 West Temple Street, Room 588  
Los Angeles, California 90012

FAX: (213) 680-2450

- 37.3 CONTRACTOR is exempt from the provisions of this Section 37.0 if it is a governmental entity.

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

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

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

- 38.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County  
5200 W. Century Blvd.  
Los Angeles, CA 90045

Region II – West San Fernando  
Valley  
14355 Roscoe Blvd.  
Panorama City, CA 91402

Region II – West San  
Fernando Valley  
Santa Clarita Sub-Office  
27233 Camp Plenty Road  
Canyon Country, CA 91351

Region II – West San Fernando  
Valley  
Palmdale Sub-Office  
1050 E. Palmdale Blvd. #204  
Palmdale, CA 93550

Region III – San Gabriel  
Valley  
3216 Rosemead Blvd.  
El Monte, CA 91731

Region III – San Gabriel Valley  
GAIN Cal-Learn Branch  
3220 Rosemead Blvd.  
El Monte, CA 91731

Region IV – Central and West  
County  
2910 W. Beverly Blvd.  
Los Angeles, CA 90057

Region IV – Central and West  
County  
Exposition Park Sub-Office  
3965 S. Vermont  
Los Angeles, CA 90037

Region V – South County  
2959 Victoria Street

Region VI – Southeast County  
5460 Bandini Blvd.

Rancho Dominguez, CA  
90221

City of Bell, CA 90201

Region VII – East San  
Fernando County  
3307 N. Glenoaks Blvd.  
Burbank, CA 91504

- 38.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).
- 38.4 CONTRACTOR is exempt from the provisions of this Section 38.0 if it is a governmental entity.

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

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 Chapter 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 Agreement upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

#### **40.0 NOTICE OF DELAYS**

Except as otherwise provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

#### **41.0 USE OF RECYCLED-CONTENT PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use

recycled-content paper to the maximum extent possible on the project.

## **42.0 PROPRIETARY RIGHTS**

- 42.1 COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.2 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 42.3 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 42.2. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 42.4 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 42.3 for:
- 42.4.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 42.2;
  - 42.4.2 Any materials, data and information covered under Section 42.1; and
  - 42.4.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

- 42.5 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement which reveals COUNTY and/or DCFS client information unless prior written consent is obtained from DCFS. Notwithstanding the above, CONTRACTOR agrees to comply with the confidentiality provisions of Section 827, Section 830, and Section 10850 of the California Welfare and Institutions Code and the California Department of Social Services Manual of Policies and Procedures, Division 19. Further, 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.
- 42.6 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 COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.7 The provisions of Sections 42.4, 42.5, and 42.6 shall survive the expiration or termination of this Agreement.

#### **43.0 FIXED ASSETS**

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Agreement and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

#### **44.0 CHILD ABUSE PREVENTION REPORTING**

- 44.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

44.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et seq. of the Penal Code. This responsibility shall include:

44.2.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

44.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

44.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

#### **45.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM**

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application which is attached as EXHIBIT E.

#### **46.0 AUTHORIZATION WARRANTY**

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

#### **47.0 DISPUTE RESOLUTION PROCEDURE**

47.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 47.0.

47.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

- 47.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.
- 47.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to Executive Director and COUNTY's Bureau Chief for further consideration and discussion to attempt to resolve the dispute.
- 47.5 In the event that CONTRACTOR's Assistant to Executive Director and COUNTY's Bureau Chief are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive Director and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.
- 47.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 47.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).
- 47.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 23.0, Termination for Contractor's Default, Section 25.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 42.0, Proprietary Rights and Section 31.0, Confidentiality, shall not be subject to this Section 47.0, Dispute Resolution Procedure.

#### **48.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

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

##### **48.1 Written Employee Jury Service Policy**

- 48.1.1 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 (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) 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.
- 48.1.2 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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Agreement, the subcontractor shall also be subject to the provisions of this Section 48.0. The provisions of this Section 48.0 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 48.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside

of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

48.1.4 CONTRACTOR's violation of this Section 48.0 of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### **49.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

49.1 CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db'.)

#### **50.0 INTERPRETATION OF CONTRACT**

##### **50.1 Validity**

The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

##### **50.2 Governing Laws, Jurisdiction and Venue**

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

##### **50.3 Waiver**

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein

contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

**COUNTY OF LOS ANGELES**

**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
LLOYD W. PELLMAN, County Counsel

BY \_\_\_\_\_  
Deputy County Counsel

**ATTACHMENT A**

**STATEMENT OF WORK  
FOR**

**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL  
NEEDS**

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#### **ATTACHMENTS**

Attachment A-1 – DCFS Adoption Offices Throughout Los Angeles County

Attachment A-2 – Definitions

## **EXHIBIT A**

### **STATEMENT OF WORK (SOW)**

#### **PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS**

##### **1.0 PURPOSE:**

- 1.1 Preparation and Support for Families Adopting Children with Special Needs, hereinafter referred to as “P and S”, is a training and support program designed for prospective adoptive parents, adoptive parents, and County professionals. The P and S program prepares prospective adoptive parents and adoptive parents for the challenges of parenting in order to provide permanency to children with special needs. The P and S program includes training that focuses on issues involving prenatal substance exposure, biological vulnerabilities, multiple placements, and abuse and neglect. Training modules are guided by the principal that education helps prospective adoptive parents make informed decisions. Once prospective adoptive parents and adoptive parents complete the P and S training, additional services are offered. P and S services fall into six categories as described under Section 4.0, SERVICES TO BE PROVIDED.

##### **2.0 PERSONS TO BE SERVED:**

The target population consists of:

- 2.1 Prospective adoptive parents who seek to adopt court dependent children, ages 0-12. The prospective adoptive parents have completed Model Approach to Partnership in Parenting (MAPP) training or a similar parenting program and are referred to the P and S program by DCFS.
- 2.2 Court dependent children who are at risk of having a disrupted permanent placement due to their special needs.
- 2.3 Adoptive Parents who have a child placed in their care through adoptions or through the foster-adopt program.
- 2.4 DCFS Children’s Social Workers and Supervising Children’s Social Workers.

### **3.0 SERVICE DELIVERY SITE(S):**

Contractor's services described hereunder shall be provided at DCFS Adoption offices throughout Los Angeles County (listed in Attachment A-1 to this SOW). Sites shall be determined by the County Program Manager.

### **4.0 SERVICES TO BE PROVIDED:**

During the term of this Agreement, Contractor shall provide P and S services to eligible prospective and adoptive parents in accordance with procedures formulated and adopted by Contractor's staff, and that are consistent with laws, regulations, this Statement of Work, and the terms of this Agreement. Services are to be provided in the following six basic areas: 1) pre-adoptive training for prospective adoptive parents, 2) assessments and consultations, 3) presentations at MAPP trainings, 4) training for adoptive parents, 5) training for DCFS staff, and 6) in-kind services. Specifically, the services to be provided shall include, but are not limited to:

#### **4.1 Pre-Adoptive Training Modules for Prospective Adoptive Parents**

Provide a minimum of six blocks of training annually to prospective adoptive parents, five blocks in English and one block in Spanish. Each block of training shall consist of at least three, three-hour modules for a total of at least nine hours of training per block. The six blocks of training shall be evenly spaced during each year throughout the term of this Agreement. Each training module should have a minimum of 20 people in attendance. Prospective adoptive parents will be referred and scheduled by the County's Program Manager.

4.1.1 Module One will cover **Parental Substance Abuse and its Affects on the Adoption Process**. This module should introduce the purpose and substance of the three Pre-Adoptive training modules and the topic of prenatal and parental substance abuse. Participants will be able to discuss their concerns regarding parenting a child that has been prenatally exposed to drugs.

4.1.2 Module Two will cover **Infants and Children with Prenatal Substance Exposure**. This module will include a presentation from a pediatrician knowledgeable in prenatal substance exposure. Participants will receive information about what is known and not known about the short and long-term effects of prenatal substance exposure and the difficulty of predicting

outcomes for individuals. This module will assist parents in understanding feelings behind potential behaviors exhibited by children with special needs.

- 4.1.3 Module Three will cover **Special Considerations in Adopting Children with Prenatal Substance Exposure**. This module will include a presentation from a family who may have attended the P and S training modules in the past and has used the program's services. The family will discuss their experiences parenting their child and the services they found to be helpful. At the conclusion of the module, an explanation of available ongoing services is explained, as well as the roles of the P and S staff members.
- 4.1.4 Each module is conducted by a minimum of two staff from the Contractor's multi-disciplinary team selected by the Contractor's Project Director and approved by the County's Program Manager. Staff selected must be knowledgeable and proficient in the topic being presented.
- 4.1.5 Contractor's Project Director and County's Program Manager shall develop an annual schedule of classes within the first 30 days following the execution of the Agreement and annually thereafter throughout the term of the agreement.

## **4.2 Case Assessments and Consultations**

- 4.2.1 No less than 10 case assessments and consultations are to be conducted each year throughout the term of this Agreement. The case assessment and consultations shall be approximately two hours in length and shall occur at Contractor's facility.
- 4.2.2 DCFS will refer prospective adoptive parents who have not participated in the nine-hour pre-adoptive training modules to Contractor for assessment and consultation. Through the consultation, Contractor's staff as described in 4.2.5 below, will provide to the prospective adoptive parents and case carrying CSW, an assessment of the child's records. These records include, but are not limited to: the child's medical records, developmental evaluations, foster family agency quarterly reports, school records, Regional Center reports, and other professional evaluations of the child's bio-psycho-social functioning. The assessment will be

presented during a case consultation with the prospective adoptive parents to assist them in making an informed decision about adopting the child. The assessment will inform the prospective adoptive parents of the services that will be needed for the child, and help them assess whether they can meet the needs of the child. The consultation will also provide information to the case carrying CSW regarding recommendations for case management and intervention services.

- 4.2.3 The County's Program Manager shall identify cases for assessment and consultation.
- 4.2.4 In the event that the child's records lack a recent developmental evaluation which has been conducted by either a Licensed Clinical Social Worker, Licensed Psychologist, or a Licensed Psychiatrist (the evaluation of the child must have been conducted within the last year), the Contractor's Psychologist will conduct a full developmental evaluation on the child to be considered and addressed in the case consultation.
- 4.2.5 Each assessment shall be conducted by a multi-disciplinary team (as defined in Attachment A-2, Definitions) consisting of a minimum of three staff members selected by the Contractor's Project Director and approved by the County's Program Manager. The team will be selected based on the age and identified concerns of the child and the issues to be addressed at the consultation.
- 4.2.6 In accordance with the Agreement's Confidentiality provisions, Contractor's staff shall review all pertinent records of the eligible child during the assessment and provide the case consultation. The Contractor shall invite the professionals who currently work with the dependent child to participate in the case consultation. These professionals may include, but are not limited to, mental health providers, Regional Center staff, and other counselors.
- 4.2.7 Contractor's Project Director will provide a written report based on the assessment and consultation performed by the multi-disciplinary team, to the case carrying CSW within 14 calendar days following the completion of each Case Consultation.

#### **4.3 Staff Presentations at Model Approach to Partnerships in Parenting (MAPP) Training**

- 4.3.1 In order to recruit and explain the P and S program to prospective adoptive parents, Contractor's staff shall introduce the P and S training at the last module of each MAPP training series and answer any questions from the group about the program or prenatal drug exposure. The presentation conducted by Contractor's staff shall be one-half hour to one-hour in length. During the term of this Agreement, Contractor's staff shall conduct presentations at a minimum of 50 MAPP modules annually.
- 4.3.2 The County's Program Manager will provide dates and locations of the last module for all MAPP training series to the Contractor's Project Director. The Contractor's Project Director will insure that one representative from the multidisciplinary team will be at each module to conduct presentations.
- 4.3.3 At these presentations, Contractor's staff will disseminate brochures and other information about the P and S training and also discuss issues related to prenatal substance exposure.
- 4.3.4 Contractor's staff shall be available to conduct presentations at MAPP modules regardless of their location throughout Los Angeles County with the sites determined solely by DCFS Adoptions staff.
- 4.3.5 Of the 50 presentations, a bilingual Spanish speaking member of the Contractor's multidisciplinary team shall conduct a minimum of three presentations in Spanish.

#### **4.4 Educational Workshops for Prospective Adoptive and Adoptive Parents**

- 4.4.1 Contractor shall provide a minimum of four educational workshops per year to prospective adoptive and adoptive parents during the term of this Agreement. The educational workshops shall be approximately two hours in length. Prospective adoptive and adoptive parents may sign up for as many workshops that they choose. Contractor's staff will provide handouts about the topics discussed, and certificates of completion will be given to the attendees.
- 4.4.2 Workshops are to be conducted by a minimum of two staff members from the Contractor's multi-disciplinary team who will be selected by the

Contractor's Project Director and approved by the County's Program Manager. The selection of staff shall be based on the issues to be addressed at each workshop.

4.4.3 If the County's Program Manager determines that there is a need for a workshop to be conducted in Spanish, then Contractor shall provide a presenter for one workshop who is proficient in Spanish and knowledgeable about the topics to be presented.

4.4.4 Educational workshop topics shall be determined by the Contractor's Project Director and approved by the County's Program Manager. The topics will include, but are not limited to, updates on research outcomes of children with prenatal substance exposure, parenting techniques, navigating the educational system, dealing with transcultural and transracial issues, issues related to siblings, and psychiatric challenges.

#### **4.5 Training of DCFS Adoption Division Staff**

4.5.1 During the term of the Agreement, Contractor shall hold four two-hour training classes annually for the County's Adoptions Division staff (approximately 15 staff members) and persons that are designated by the County's Program Manager.

4.5.2 Trainings shall be conducted by a minimum of two staff members from the Contractor's multi-disciplinary team, who will be selected by the Contractor's Project Director and approved by the County's Program Manager. The selection of staff shall be based on the issues to be addressed at the trainings.

4.5.3 Training topics shall be determined by the Contractor's Project Director and approved by the County's Program Manager. The topics will include, but are not limited to, the following: understanding the psychological assessment tool; clinical issues related to concurrent planning; issues related to emergency adoptive replacements; developmental outcomes for children exposed prenatally to substances; working with children with different temperaments; and psychiatric issues and treatment of special needs children.

#### **4.6 In-Kind Services**

- 4.6.1 In addition to the services listed above, the Contractor shall directly provide in-kind services to prospective adoptive and adoptive parents that have completed the three modules listed in section 4.1 of this SOW. These in-kind services shall include the following: 1) Individual child psychotherapy, adoptive parent support groups, and child support groups during the transition period for the child from foster care to an adoptive placement; 2) Medical consultations, educational consultations, developmental, psychological, and psychiatric assessments, individual counseling, family counseling, support groups for children, and support groups for adoptive parents following the adoptive or post-adoptive placement of the child.
- 4.6.2 These in-kind services shall be available to prospective adoptive and adoptive parents regardless of where they reside (within Los Angeles County).
- 4.6.3 The frequency and duration of these in-kind services for the children and parents is determined by the Contractor and approved by the County's Program Manager.
- 4.6.4 Contractor shall provide in-kind services described in this section 4.6 at Contractor expense and/or through revenue from other sources. In-kind services will not be paid through the P and S Agreement nor involve direct dollar funding from the P and S program.

## **5.0 REPORTING REQUIREMENTS:**

- 5.1 **Bi-annual Reports:** Contractor shall comply with County's documentation requirements for written bi-annual progress reports. Contractor's Project Director satisfies these documentation requirements through the preparation of complete written bi-annual progress reports that are delivered to County's Program Manager every six months throughout the term of this Agreement and no later than 15 calendar days after each six month period. The bi-annual reports shall include, but are not limited to the following: the names and phone numbers of persons attending the training modules, case consultations, presentations at MAPP trainings, educational workshops, and DCFS staff trainings; the names of any eligible adopted child whose parents attended a training module or workshop prior to identifying or designating the child for adoption; the names of any eligible

adopted child whose parents attended a training module or workshop after identifying the child for adoption; comments and feedback received from attendees; and documents and exhibits disseminated at trainings, workshops, consultations, presentations, etc.

- 5.2 **Contractor's Annual Evaluation Report:** Contractor shall provide an annual evaluation report with evaluation tools (developed by the Contractor and approved by the County's Program Manager) to assess the outcomes and success of the program within 30 calendar days after each contract year. The evaluation tools shall address the following: clients' satisfaction with adoption; satisfaction with adoption through the County; the program's effect on improving parenting skills for children with special needs; the program's effect on the increase in the number of adoptions; and the program's effect on the reduction of adoption disruptions.
- 5.3 Contractor shall submit these report(s) to:

Sari Grant, Program Manager  
Department of Children and Family Services  
Adoptions Division  
695 South Vermont Avenue, 9<sup>th</sup> Floor  
Los Angeles, California 90005

## **6.0 STAFFING REQUIREMENTS:**

- 6.1 The Contractor shall have a multi-disciplinary team that includes at least one staff member that is culturally and linguistically competent to the Spanish speaking community.
- 6.2 The Contractor shall have a Project Director that oversees all aspects of the program including recruiting, hiring, and supervision of staff; and coordinating, executing, and implementing all aspects of the contract. The Project Director will be responsible for insuring that all proposed work is completed using a best practice standard. Minimum requirements for the Project Director shall include a MSW degree with a license in clinical social work (LCSW), a minimum of three years experience in the field of Adoptions, and at least three years of experience overseeing a project similar in scope.
- 6.3 Contractor's multi-disciplinary team shall include, but is not limited to, a Pediatrician, Educational Coordinator who has a teaching credential and a minimum of a masters degree in special education, Licensed Psychologist, and Social Worker who has a masters in social work.

6.4 Contractor must have sufficient support staff to handle administrative matters related to the program.

### **7.0 PROGRAM AND CLIENT RECORDS:**

Contractor shall maintain and make available within fifteen (15) calendar days upon request by County, program and client records as follows:

7.1 Attendance records of all parents that attended the Pre-Adoption Training Modules and Case Consultations.

7.2 Attendance records of all DCFS staff that attended trainings.

7.3 Documentation of all times and dates of each training including title of topic presented and name and signature of the presenters.

7.4 Documentation of time and date of each case consultation and name and signatures of staff members attending.

### **8.0 QUALITY ASSURANCE PLAN:**

Contractor shall develop and submit to DCFS Program Manager within ninety (90) days of the execution of this Agreement its written Quality Assurance (QA) plan. The QA plan shall describe the process by which Contractor will continually assess program effectiveness. The plan shall describe the process for QA Written Policies & Procedures, Client Feedback, Program Staff Development, Development and Assessment of Measurable Program/Service Quality Indicators, QA Plan Implementation, and Quality Assessment & Assurance Reports.

8.1 Quality Assurance Committee: The QA Committee (established by Contractor) shall develop, review, and revise the Contractor's QA plan on an annual basis. In addition, the QA Committee shall meet quarterly to assess and make recommendations for the improvement of program services. It shall be responsible for developing plans of corrective action for identified program deficiencies. The QA Committee shall consist of persons representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-based organizations). The Contractor's Project Director and a client receiving services under this contract must be included as Committee members. Committee membership shall be described by name, title or role, and the constituency represented (i.e.,

- staff, management, client). The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented.
- 8.2 The QA Committee need not be created if the contracted program has established an advisory committee or similar entity, so long as its composition and activities include the requirements set forth in this Section 8.0, QUALITY ASSURANCE PLAN.
- 8.3 The activities of the QA Committee shall be documented. Required documentation shall include, but not be limited to, agendas, sign-in sheets, QA Committee meeting minutes (including date, time, topics discussed, recommendations, and corrective actions).
- 8.4 Written Policies and Procedures: Policies and procedures shall be based on essential program activities and community and professional standards of care specific to this contract. The QA plan shall describe the process for reviewing and modifying written policies and procedures. In addition, the plan shall specify that policies be reviewed at a minimum of once a year, approved and signed by the Contractor's Executive Director or designee.
- 8.5 Client Feedback: The QA plan shall include a mechanism for obtaining ongoing feedback from program participants regarding program effectiveness, accessibility, and client satisfaction. The plan shall describe the method(s) to be used for client feedback (e.g., satisfaction surveys, focus groups, interviews, etc.). Client feedback shall be collected by Contractor on an ongoing basis or at a minimum quarterly. The plan shall describe how client feedback data will be managed by the QA Committee and used to make improvements to the program.
- 8.6 Program Staff Development: The QA plan shall describe the process for developing, training and monitoring staff. This description shall include minimum qualifications for each program staff position and a description of the methods and instruments to be used to monitor staff performance. The QA plan shall specify that staff is evaluated annually.
- 8.7 Development and Assessment of Measurable Program/Service Quality Indicators: Measurable quality indicators are intended to address the question of how well services are being provided. By developing a set of indicators specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to which the indicator is met, the Contractor shall assess the quality of service delivery on an ongoing

basis. The QA Committee is responsible for developing a plan of corrective action to address any program quality deficiency or to improve on the established effectiveness demonstrated by each indicator. Quality indicators shall be developed based on key activities described in Paragraph 4.0, SERVICES TO BE PROVIDED of this SOW. The QA plan shall require measurement of and include at a minimum the following measurable program and/or services indicators:

8.7.1 Process: the number of people receiving information from MAPP presentations; the number of people attending pre-adoptive training modules; the number of parents attending educational workshops; and the number of CSWs attending training.

8.7.2 Outcome: Percentage of people reporting satisfaction with the training that they received; percentage of parents demonstrating an increase in knowledge and understanding of how to parent a special needs adopted child; percentage of people who proceed with adoption; percentage of people who proceed to finalize their adoption; percentage of CSWs that increase their knowledge and understanding of the issues related to special needs adoptions.

8.8 QA Plan Implementation: Contractor shall implement its QA plan to ensure the quality of the services provided are assessed and improved on a continuous basis.

8.8.1 Quality Assessment and Assurance Reports: The QA plan shall include the requirement for one Quality Assessment and Assurance Report annually for the term of the Agreement. These reports shall be developed by the QA Committee and signed by Contractor's Executive Director. The following report shall be made available to the County Program Manager at the time of monitoring review or upon request by County:

8.8.1.1 Year-end Report shall document actions addressing the findings of the prior year's year-end report and the overall program performance from the beginning of the prior year to the year-end.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
ADOPTION OFFICE LOCATIONS**

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1. Adoptions Headquarters  
695 So. Vermont Ave.  
Los Angeles, CA 90005
2. The Wilshire Building  
3075 Wilshire Bl.  
Los Angeles, CA 90010
3. Lakewood Office  
4060 Watson Plaza Dr.  
Lakewood, CA 90712
4. Hawthorne Office  
11539 Hawthorne Bl.  
Hawthorne, CA 90250
5. Torrance Office  
2325 S. Crenshaw Bl.  
Torrance, CA 90501
6. Wateridge Office  
5110 Goldleaf Circle  
Culver City, CA 90056
7. Pomona Office  
100 West Second St.  
Pomona, CA 91766
8. Pasadena Office  
532 E. Colorado Bl.  
Pasadena, CA 91101
9. Covina Office  
800 S. Barranca Ave.  
Covina, CA 91723
10. North Hollywood Office  
12020 Chandler Bl.  
North Hollywood, CA 91607
11. Antelope Valley Office  
251-H East Ave. K-6 Bl.  
Lancaster, CA 93535
12. West LA Office  
11390 Olympic Bl.  
Los Angeles, CA 90064

**DEFINITIONS FOR****PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN WITH SPECIAL NEEDS**

**Adoption Disruption (or Disrupted Placement)** – Termination of the child’s placement in the adoptive home or in the home of the prospective adoptive family. This termination may occur at the request of the prospective adoptive parent, or by decision of the Department of Children and Family Services.

**Adoptive Parents** – Single persons or couples who have adopted a child or children through Los Angeles County Department of Children and Family Services, Adoptions Division.

**Adoptively Placed** – The placement of a child into a family’s home with the intent of permanence through adoption. Adoptive placement occurs only after the child’s parental rights have been terminated.

**Agreement** – The written contract covering the performance of work.

**Bio-psycho-social Assessment** – This is an evaluation that assesses aspects of the person from a medical, psychological, and social standpoint.

**Biological Vulnerabilities** – Refers to any biological circumstance that may impact the child’s needs. These may include, but are not limited to, children born to parents with a history of substance abuse, psychiatric problems, or health problems.

**Case Consultation** – A meeting where a multi-disciplinary team provides DCFS and the prospective adoptive family information regarding a discussion of the review of the child’s records, including but not limited to medical history, developmental assessments, academic history (if applicable), and placement history. Included in the consultations are an identification of the needs of the child and the services and interventions needed to meet the needs of the child.

**Children with Special Needs** – Children in foster care who have or are at risk of having emotional, developmental, prenatal exposure to alcohol and other drug abuse, and/or behavioral challenges related to issues of loss and trauma or biological vulnerabilities.

**CONTRACTOR/CONTRACTORS** – The Proposer or Proposers with whom the COUNTY enters into an agreement or agreements for preparation and support for families adopting children with special needs.

**CONTRACTOR's Project Director** – CONTRACTOR's officer or employee responsible for administering the contract after award.

**County's Program Manager (CPM)** – COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities/services.

**Court Dependent Children** – This describes any child that the court has made a finding based on the Welfare and Institutions Code that removes the legal custody of that child from the parent or guardian, and has made an order that places the child under the care and supervision of the Juvenile Court.

**Culturally and Linguistically Competent** – The ability of a person or an agency and its staff to be responsive to diverse needs of different races, cultures and lifestyles, in order to provide the highest quality of care and services. The capacity of a person or an agency and its staff to effectively communicate with persons of limited English proficiency.

**Director** – Director of Department of Children and Family Services or an authorized representative thereof.

**Fost-adopt** – This is for children who have been identified for adoptive planning, but parental rights have not been terminated. The child is placed in the family home under a foster care agreement, but the plan is that the family will adopt the child once parental rights are terminated. The family must have an approved adoption home study.

**Home Study** – The standardized process used to assess a family's appropriateness for adoption as required by State adoption regulations. An adoption home study must be conducted under the auspices of a State licensed agency. The home study must be conducted by a person with an MSW degree (Master's in Social Work).

**In-Kind Services** – Services which are provided by CONTRACTOR at CONTRACTOR's expense and does not involve direct dollar funding from the Preparation and Support for Families Adopting Children with Special Needs Agreement with the Los Angeles County Department of Children and Family Services.

**Model Approach to Partnerships in Parenting (MAPP)** – A series of classes with an established curriculum that prospective adoptive parents are generally required to attend as part of the home study process. DCFS Adoptions Division and Community Colleges provide the classes at no cost to the prospective adoptive parents.

**Multi-disciplinary Team** – Any team of three or more persons who are trained in the prevention, identification and treatment of child abuse and neglect cases and who are

qualified to provide a broad range of services related to child abuse as set forth in Welfare and Institutions Code section 18951. These persons will be capable of conducting a thorough bio-psycho-social assessment of a child.

**Prospective Adoptive Parents** – Single persons or couples who have applied to adopt a child or children through Los Angeles County Department of Children and Family Services, Adoptions Division.

**Quality Assurance Plan** – A plan developed by the proposed CONTRACTOR, which defines all necessary measures to be taken by the CONTRACTOR to document the activities/services that have been provided and how the objectives for the activities/services are being met. In addition, the plan must assure that the quality of the service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the agreement's Statement of Work

## EXHIBIT B

### Regents of the University of California Budget for Preparation and Support for Families Adopting Children with Special Needs

DETAILED LINE-ITEM BUDGET - Mar 1, 2003 - Feb 28, 2004

#### I. SALARIES AND EMPLOYEE BENEFITS

	Annual	%	Contract
<i>Salaries:</i>	Salary	Effort	Sum
Project Director - Edelstein	83,013	30%	24,904
Pediatrician - Wang	123,060	25%	30,765
Educ Coord - Waldinger	56,934	5%	2,847
Asst Project Dir I - Burge	74,382	10%	7,438
Asst Project Dir II - Waterman	109,725	10%	10,973
Psychologist - Rasbury	55,848	10%	5,585
Psychologist - Fischer	70,250	10%	7,025
Psychologist - Walker	61,876	10%	6,188
Psychiatrist - Harewood	103,560	5%	5,178
Social Worker - Wright	49,146	10%	4,915
Bilingual Psych - Alvarez	55,848	20%	11,170
Admin Assistant - Chebino	34,357	85%	29,204
Admin Assistant - Wells	33,060	85%	28,101
Admin Analyst - Allan	41,084	20%	8,217
<b>Total Salaries:</b>			<b>182,507</b>
<i>Employee Benefits:</i>			
Academic (Project Dir)		17%	4,234
Career Staff		23%	25,994
Academic Staff		28%	11,687
<b>Total Benefits:</b>			<b>41,915</b>
<b>TOTAL SALARIES AND BENEFITS:</b>			<b>\$ 224,422</b>

#### II. SERVICES AND SUPPLIES

<i>Travel:</i>			
A. 2 RT airfare			1,500
B. Incidental Expenses			800
C. Parking expense			300
D. Local Mileage			1,320
E. Conference Expense			400
<b>Total Travel:</b>			<b>4,320</b>
<i>Office Supplies:</i>			
A. General Project Supplies and Books			8,900
B. Postage			597
C. Photocopying			3,000
D. Telephone and fax			3,000
<b>Total Supplies:</b>			<b>15,497</b>
<b>TOTAL SERVICES AND SUPPLIES:</b>			<b>\$ 19,817</b>
<b>SUBTOTAL Direct Costs:</b>			<b>\$ 244,239</b>

#### III. ADMINISTRATIVE OVERHEAD

Indirect Costs (12.5% of Direct Costs): **\$ 30,530**

#### IV. PROFIT

**TOTAL COSTS:** **\$ 274,768**

**IN-KIND SERVICES - Jul 1, 2002 - Jun 30, 2003** (minimum value of services) **\$ 92,000**

In-kind services include medical and educational consultations, developmental, psychological, and psychiatric assessments, individual and family counseling. In-kind services are funded through our ESPDT contract with Los Angeles County Department of Mental Health. These services will not be paid through the P and S Agreement and involve no direct dollar funding from the P and S Program.

**TOTAL PROGRAM COSTS: \$ 366,768.00**

## EXHIBIT B

### Regents of the University of California Budget for Preparation and Support for Families Adopting Children with Special Needs

DETAILED LINE-ITEM BUDGET - Mar 1, 2004 - Feb 28, 2005

#### I. SALARIES AND EMPLOYEE BENEFITS

	Annual	%	Contract
<i>Salaries:</i>	<i>Salary</i>	<i>Effort</i>	<i>Sum</i>
Project Director - Edelstein	87,164	30%	26,149
Pediatrician - Wang	129,213	25%	32,303
Educ Coord - Waldinger	59,211	5%	2,961
Asst Project Dir I - Burge	77,357	10%	7,736
Asst Project Dir II - Waterman	115,211	10%	11,521
Psychologist - Rasbury	58,082	10%	5,808
Psychologist - Fischer	73,060	10%	7,306
Psychologist - Walker	64,351	10%	6,435
Psychiatrist - Harewood	107,702	5%	5,385
Social Worker - Wright	51,112	10%	5,111
Bilingual Psych - Alvarez	58,082	20%	11,616
Admin Assistant - Chebino	35,732	80%	28,585
Admin Assistant - Wells	34,382	80%	27,506
Admin Analyst - Allan	42,728	10%	4,273
<b>Total Salaries:</b>			<b>182,695</b>
 <i>Employee Benefits:</i>			
Academic (Project Dir)		17%	4,445
Career Staff		23%	25,245
Academic Staff		28%	12,271
<b>Total Benefits:</b>			<b>41,961</b>

**TOTAL SALARIES AND BENEFITS:** **\$ 224,657**

#### II. SERVICES AND SUPPLIES

<i>Travel:</i>	
A. 2 RT airfare	1,500
B. Incidental Expenses	800
C. Parking expense	300
D. Local Mileage	1,320
E. Conference Expense	400
<b>Total Travel:</b>	<b>4,320</b>
 <i>Office Supplies:</i>	
A. General Project Supplies and Books	8,700
B. Postage	562
C. Photocopying	3,000
D. Telephone and fax	3,000
<b>Total Supplies:</b>	<b>15,262</b>

**TOTAL SERVICES AND SUPPLIES:** **\$ 19,582**

**SUBTOTAL Direct Costs:** **\$ 244,239**

#### III. ADMINISTRATIVE OVERHEAD

Indirect Costs (12.5% of Direct Costs): **\$ 30,530**

IV. PROFIT **\$ -**

**TOTAL COSTS:** **\$ 274,769**

IN-KIND SERVICES - Jul 1, 2003 - Jun 30, 2004 (minimum value of services) **\$ 92,000**

In-kind services include medical and educational consultations, developmental, psychological, and psychiatric assessments, individual and family counseling. In-kind services are funded through our ESPDT contract with Los Angeles County Department of Mental Health. These services will not be paid through the P and S Agreement and involve no direct dollar funding from the P and S Program.

**TOTAL PROGRAM COSTS:** **\$ 366,769.00**

## EXHIBIT B

### Regents of the University of California Budget for Preparation and Support for Families Adopting Children with Special Needs

DETAILED LINE-ITEM BUDGET - Mar 1, 2005 - Feb 28, 2006

#### I. SALARIES AND EMPLOYEE BENEFITS

	Annual	%	Contract
<i>Salaries:</i>	Salary	Effort	Sum
Project Director - Edelstein	91,522	30%	27,457
Pediatrician - Wang	135,674	25%	33,918
Educ Coord - Waldinger	61,580	5%	3,079
Asst Project Dir I - Burge	80,451	10%	8,045
Asst Project Dir II - Waterman	120,972	10%	12,097
Psychologist - Rasbury	60,405	10%	6,041
Psychologist - Fischer	75,982	10%	7,598
Psychologist - Walker	66,925	10%	6,692
Psychiatrist - Harewood			
Social Worker - Wright	53,157	10%	5,316
Bilingual Psych - Alvarez	60,405	20%	12,081
Admin Assistant - Chebino	37,161	80%	29,729
Admin Assistant - Wells	35,757	80%	28,606
Admin Analyst - Allan	44,437	10%	4,444
<b>Total Salaries:</b>			<b>185,102</b>
<i>Employee Benefits:</i>			
Academic (Project Dir)		17%	4,668
Career Staff		23%	24,967
Academic Staff		28%	12,884
<b>Total Benefits:</b>			<b>42,519</b>

**TOTAL SALARIES AND BENEFITS:** **\$ 227,621**

#### II. SERVICES AND SUPPLIES

<i>Travel:</i>	
A. 2 RT airfare	1,500
B. Incidental Expenses	500
C. Parking expense	300
D. Local Mileage	1,320
E. Conference Expense	200
<b>Total Travel:</b>	<b>3,820</b>
<i>Office Supplies:</i>	
A. General Project Supplies and Books	7,000
B. Postage	298
C. Photocopying	3,000
D. Telephone and fax	2,500
<b>Total Supplies:</b>	<b>12,798</b>

**TOTAL SERVICES AND SUPPLIES:** **\$ 16,618**

**SUBTOTAL Direct Costs:** **\$ 244,239**

#### III. ADMINISTRATIVE OVERHEAD

Indirect Costs (12.5% of Direct Costs): **\$ 30,530**

IV. PROFIT **\$ -**

**TOTAL COSTS:** **\$ 274,769**

IN-KIND SERVICES - Jul 1, 2004 - Jun 30, 2005 (minimum value of services) **\$ 92,000**

In-kind services include medical and educational consultations, developmental, psychological, and psychiatric assessments, individual and family counseling. In-kind services are funded through our ESPDT contract with Los Angeles County Department of Mental Health. These services will not be paid through the P and S Agreement and involve no direct dollar funding from the P and S Program.

**TOTAL PROGRAM COSTS:** **\$ 366,769.00**

## I. Salaries and Employee Benefits

### Salaries

DESCRIPTION: *The budget for UCLA salary is based on rates for job classifications that have been established by the University of California. See attached budget for breakdown of salaries and % allocation to project. For this budget, the salaries have been increased by 4% (5% for Academic Staff) each consecutive year, to allow for the University's annual increase.*

JUSTIFICATION: *Staff responsibilities are detailed in the Job Descriptions Narrative below.*

### Employee Benefits

DESCRIPTION: *1 Academic (Project Dir) @ 17% of salary  
11 Career Staff @ 23% of salary  
2 Academic Staff @ 28% of salary*

JUSTIFICATION: *The benefits rates are established by the University of California. The Project Director's % is for one person. Career Staff include the Educational Coordinator, Psychologists, Social Worker, and Administrative Staff. The Academic Staff include the Assistant Project Director II (Waterman) and Pediatrician.*

## II. Services and Supplies

### Travel

#### A. Airline Tickets

DESCRIPTION: *2 RT airline tickets @ \$750 each = \$1500*

JUSTIFICATION: *The 2 round trip airfares will be used for two staff members to present on the project at state and national conferences, such as the Child Welfare League of America Conference and the Annual NACAC conference.*

#### B. Incidentals

DESCRIPTION: *Travel incidental for two people @ \$400 each = \$800  
(for Year 3, travel incidental for two people @ \$250 each = \$500)*

**JUSTIFICATION:** *The budget includes ground transportation, accommodations, meals, and other travel-related expenses to attend annual conferences. None of these conferences cover the costs for travel, lodging, and food.*

C. Parking Expense

**DESCRIPTION:** *8 trips per month @ an average of \$3 per car = \$24 per month x 12 months = \$288 plus \$12 miscellaneous allowance = \$300*

**JUSTIFICATION:** *For parking expenses incurred while TIES staff present workshops and trainings for CSWs at various locations in Los Angeles and for attending administrative meetings at DCFS.*

D. Local Mileage

**DESCRIPTION:** *An average of 30 miles per trip @ \$0.365 per mile x 10 trips per month = \$109.50 per month x 12 months = \$1314 plus \$6 miscellaneous mileage allowance = \$1320*

**JUSTIFICATION:** *Mileage expenses for TIES staff (to cover trips for presenting at MAPP meetings, preparation sessions, workshop trainings, occasional home visits for consults, and for meetings at the Adoptions headquarters) have been budgeted using the University-approved reimbursement rate of \$.365 per mile.*

E. Conference Expense

**DESCRIPTION:** *4 conferences per year @ \$100 per conference = \$400  
(for Year 3, 2 conferences per year @ \$100 per conference = \$200)*

**JUSTIFICATION:** *Conference are for the purpose of providing current and on-going education and training for TIES staff on the state of the art best practice.*

**Office Supplies**

A. General Project Supplies and Books

**DESCRIPTION:** *Year 1: \$20 a book per family for 29 families per session = \$580 per session for 7 sessions a year = \$4060 plus  
\$250 per month for training literature, journals and research material x 12 months a year = \$3000 plus*

*\$50 for snacks per prep session for 7 sessions a year = \$350 plus*

## EXHIBIT B

\$124 per month in miscellaneous office supplies = \$1490  
for a total of \$8900

Year 2: \$20 a book per family for 29 families per session = \$580  
per session for 7 sessions a year = \$4060 plus

\$250 per month for training literature, journals and research  
material x 12 months a year = \$3000 plus

\$50 for snacks per prep session for 7 sessions a year = \$350 plus

\$107.50 per month in miscellaneous office supplies = \$390  
for a total of \$8700

Year 3: \$20 a book per family for 29 families per session = \$580  
per session for 7 sessions a year = \$4060 plus

\$250 per month for training literature, journals and research  
material x 12 months a year = \$3000 plus

\$50 for snacks per prep session for 7 sessions a year = \$350

for a total of \$7410 – only submitting budget for \$7000

*JUSTIFICATION:* The book, “Adoption & Prenatal Alcohol and Drug Exposure”, distributed to families at each preparation module is a critical tool for providing information. Training packets are distributed at preparation sessions, and handouts at workshops. Evaluation materials are required to monitor and record the project’s progress. Snacks at the prep sessions have been necessary since the prep sessions are held during dinner time. Miscellaneous office supplies include paper, notepads, and other general office stationary.

### B. Postage

*DESCRIPTION:* approx. 68-135 mailings per month @ \$0.37 each = \$25-\$50 per month x 12 months = approximately \$300-\$600

*JUSTIFICATION:* Postage and delivery services are needed for mailing flyers and confirmation letters to training participants, and other correspondence regarding the project.

### C. Photocopying

*DESCRIPTION:* \$10 copying expense per family, for 29 families per session, @ 7 sessions per year = \$2030 plus

\$1 per individual, for 19 individuals per MAPP group, @ 50 groups per year = \$970

for a total of \$3000

**JUSTIFICATION:** Photocopying costs for prep session materials include curricula, articles and the community resource guide. Handouts are distributed at parent and CSW training sessions. Two-page information about the project is distributed at each of the MAPP groups.

D. Telephone and Fax

**DESCRIPTION:** \$2500 per month for telephone and fax usage x 10% usage on project = \$250 per month x 12 months = \$3000  
(for Year 3, only submitting budget for \$2500)

**JUSTIFICATION:** *Telephone and fax costs are for correspondence/communication with DCFS staff, parents and other individuals related to the project.*

**III. Administrative Overhead**

Indirect Costs

**DESCRIPTION:** *12.5% of modified total direct cost*

**JUSTIFICATION:** UCLA subcontract indirect costs are in accordance with the University-approved rate for service programs housed off-campus.

Principal Investigator and Project Director: Susan Edelstein, LCSW: Ms. Edelstein will oversee all aspects of the project, including recruiting, hiring, and supervising all staff. She will work closely with all interdisciplinary staff to ensure the effectiveness of the project's training of, and consultation with, foster and adoptive parents and professionals. She will supervise the administrative and fiscal management of the project. She will coordinate the execution and implementation of the contract with DCFS and UCLA, to be sure that UCLA and DCFS funding standards are met, as well as best practice standards. She will collaborate with the Adoptions Division liaison from DCFS and her supervisor, ensuring the satisfactory completion of all proposed work. She will represent the project on task forces and committees. Ms. Edelstein will co-facilitate all aspects of the training programs; will consult on the content and delivery for the training and workshops; and will attend most of the presentations, presenting at many of them including the MAPP meetings at which parents are recruited for TIES for Adoption. She will participate in evaluating and revising curricula; help prepare project staff with materials and records for consultations; and develop presentations at the local, state and national level on relevant topics and project findings. She will coordinate with the Adoption Division liaison and DCFS staff to identify prospective adoptive parents for inclusion in the three sessions of preparation for families; to schedule and staff these sessions; and to screen and select requests for case consultation.

Pediatrician: Claudia Wang, M.D. Dr. Wang will review the records of each child referred for a case consultation in which medical issues are of concern. She will consult with the project's team members, DCFS staff, and caregivers on the child's health and medical needs. She will collaborate with project staff to co-facilitate and revise, as needed, the second session of preparation and education for foster parents and prospective adoptive parents as well as the workshops on medical issues. She will be involved in dissemination activities.

Psychiatrist: Cassandra Harewood, M.D. Dr. Harewood will review the records of each child referred for a case consultation in which psychiatric issues arise. In case consultations, she will consult with the project's team members, prospective adoptive parents and DCFS staff on the child's psychiatric history and psychiatric treatment needs, as well as on the impact of the birth parents' history of mental illness. She will collaborate with project staff to co-facilitate and revise workshops on psychiatric diagnoses, treatment of children, and psychotropic medication. She will be involved in dissemination activities.

Educational Coordinator: Lori Waldinger, M. A. Ms. Waldinger will review records of each child presented for a case consultation and will meet with team members and DCFS workers and caregivers regarding the educational needs of the child. She will guide professionals on issues related to the children's Individualized Education Plan conferences and will help them learn to coordinate representation at these or other school meetings. She will help to develop, as well as present at, workshops designed for children's social workers and caregivers about selecting educational programs, visiting children in their educational settings to assess their appropriateness, and offering guidance on working with the children and the school system.

Psychologists and Social Worker: (Robbin Rasbury, Psy.D. Sandi Fischer, Ph.D., Jill Walker, PhD. and Evelyn Wright, LCSW)

These mental health professionals will attend the last session of MAPP meetings throughout Los Angeles County in order to recruit and explain the TIES model of preparation and services to prospective adoptive parents. They will help plan and deliver the workshops for the Adoption Division staff as well as for the caregivers. They will help deliver the first and second preparation sessions for the prospective adoptive parents. They will review children's records for case consultations; coordinate the different disciplines' input for the case consultations; and summarize verbally and in writing the recommendations emerging from these consultations. They will also develop presentations at the local, state and national level on relevant topics and project findings.

Maria Alvarez, MA, (Ph.D. to be awarded by March 2003). Bilingual psychologist; Ms. Alvarez will attend the last session of MAPP meetings conducted in Spanish throughout Los Angeles County in order to recruit and explain the TIES model of preparation and services to Spanish speaking prospective adoptive parents. She will plan and deliver the preparation sessions and workshops for Spanish speaking adoptive parents. She will also participate in the trainings for the Adoption Division staff, especially around cultural issues. She will review the records for case consultations; coordinate the different disciplines' input for the case consultations; and summarize verbally and in writing the recommendations emerging from these consultations. She will conduct psychological evaluations as necessary for consultations with Spanish speaking children and their caregivers. She will also develop presentations at the local, state and national level on relevant topics and project findings.

Assistant Project Directors: Dr. Dorli Burge and Dr. Jill Waterman will help plan and deliver the workshops for the Adoption Division staff as well as for the caregivers. They will review the records for the most complex case consultations; coordinate the different disciplines' input for the case consultations; and summarize verbally and in writing the recommendations emerging from these consultations. They will supervise staff members as needed. They will also develop presentations at the local, state and national level on relevant topics and project findings. They will assist the Project Director in administering the project and supervise and oversee the evaluation of the training as well as the quality assurance program. They will supervise the administrative assistant in the developing, administering, and scoring of the evaluation of the trainings.

Administrative Assistants: Caela Chebino and Kathy Wells. These staff members will collaborate with the UCLA TIES staff and the DCFS liaison to coordinate dates, times and locations for all the training sessions; assemble, format, edit and produce all written materials, including resource guides, presentation outlines, and other documents to support planning, implementation, and evaluation and dissemination of the training component. They will triage calls from clients about the training sessions as well as from professionals from all over the country inquiring about the project. They will also coordinate the receipt and distribution of all records for the case consultations, and set up the dates, times, and locations for these multi agency case consultations.

One of these administrative assistants will attend all three prospective adoptive parent training sessions where she will distribute training materials and program evaluations. She will monitor and track attendance at the training sessions and at workshops. Under direction of the project director and the assistant directors, these assistants will administer and score pre-and post-test questionnaires, surveys, and other evaluation instruments. They will also tabulate the data, compile it for review for key staff, and assist in generating reports on the project's data and findings for the contractor, as well as for local, state and national dissemination through presentations and articles. They will help ensure that meaningful findings are used to revise curricula and disseminate outcomes.

Administrative Analyst: Mali Allan. Ms. Allan will oversee financial aspects of the project, while working with the Director/ Principal Investigator Ms. Edelstein. Ms. Allan manages training funds and

## **EXHIBIT B**

prepares and monitors training budgets. She will invoice DCFS on a monthly basis. She collects fiscal data for required financial reports. She maintains regular contact with the UCLA accounting department to reconcile expenses and balances.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

1.0 Certification of Independent Price Determination

By submission of this proposal, the Proposer certifies that the statements included herein are true and that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other proposer or competitor for the purpose of restricting competition.

2.0 List name(s) and telephone number(s) of the person(s) authorized to legally commit the Proposer.

<u>Name</u>	<u>Phone Number</u>
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Name of Proposer:

\_\_\_\_\_  
Tax ID Number

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

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

Name of Firm

Name and Title

Authorized Signature

Date

**LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE)  
PROGRAM**

**FIRM/ORGANIZATION INFORMATION**

**INSTRUCTIONS:** All bidders responding to this solicitation must return this form for proper consideration of the bid. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR §23.5.

**TYPE OF BUSINESS**

**STRUCTURE:** \_\_\_\_\_  
(Corporation, Limited Liability Company, Partnership, Sole Proprietorship, etc.)

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** \_\_\_\_\_

**CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:**

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male			
Female			

**PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/ African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS**

**ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M      W      D      DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

- 1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
- 2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
- 3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with CONTRACTOR's executed Contract. Work cannot begin on the Contract until County receives this executed document)

\_\_\_\_\_ **CONTRACTOR NAME**

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

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**Initials of Signer** \_\_\_\_\_

**CONTRACTOR Name:** \_\_\_\_\_

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

**AUDITOR – CONTROLLER CONTRACT ACCOUNTING  
AND ADMINISTRATION HANDBOOK**

*The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.*

**AUDITOR-CONTROLLER  
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

**A. ACCOUNTING AND FINANCIAL REPORTING**

**1.0 Basis of Accounting**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

**1.2 If an agent elects to use the cash basis for recording financial transactions during the year:**

Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.

All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

**1.3 Prepaid Expenses**

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

**2.0 Accounting System**

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

**2.1 General Journal**

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- date
- check number
- cash (credit) column
- expense account name
- description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register

must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

**2.4 General Ledger**

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

**2.5 Chart of Accounts**

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

**2.6 Payroll Register**

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - accrual period

- gross pay
- itemized payroll deductions
- net pay amount
- check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

## 2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

### **3.0 Records**

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

## 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

### 3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

### 3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

### 3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically

- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

### 3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- invoices – vender name and date
- checks – number
- vouchers –number
- revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

### **4.0 Donations and Other Sources of Revenue**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

### **5.0 Audits**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

### **6.0 Single Audit Requirements**

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

### **7.0 Subcontracts**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

**B. INTERNAL CONTROLS**

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

**1.0 Cash Receipts**

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

## **2.0 Disbursements**

### 2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

### 2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

### 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

#### 2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

#### 3.0 Timekeeping

##### 3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

#### Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

#### Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

#### Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

#### 4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

#### 4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

#### 4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

Total direct salaries and wages  
 Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - indirect cost rate allocation base
  
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify

County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

Department of the Treasury  
Internal Revenue Service  
Notice 1015

## Have You Told Your Employees About the Earned Income Credit (EIC)?

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### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers cannot claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** *You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.*

### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must

notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

## How Will My Employees Know If They Can Claim

## the EIC?

The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and **Pub. 596**, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

**Note:** An employee **cannot** claim the EIC if he or she files **Form 2555** or **Form 2555-EZ** (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 **cannot** claim the EIC unless he or she is married to a U.S. citizen or resident and elects to be taxed as a resident alien for all of 2000.

- The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work.
- The employee's filing status is any status **except** married filing a separate return.
- The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.
- For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTICER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) \_\_\_\_\_ hereby submit this certification to the Department of Children and Family Services, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), \_\_\_\_\_, an **INDEPENDENTLY OWNED** or **FRANCHISER-OWNED** business (circle one), located at (contractor, or, if an association, associated member address), \_\_\_\_\_, is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family **Support Operations;**
- 2) **Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;**
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

***I declare under penalty of perjury that the foregoing is true and correct.***

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month and Year)

at: \_\_\_\_\_  
(City/State) (Telephone No.)

by: \_\_\_\_\_  
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

**Copy to: District Attorney Bureau of Family Support Operations  
Special Projects  
P.O. Box 911009  
Los Angeles, CA 90091-1099  
FAX: (323) 869-0634 Telephone: (323) 832 7277 or (323) 832-7276**

**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>		

*Complete Part I or Part II below, as appropriate.*

**Part I - Application for Exception From the Program**

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- My business does not meet the definition of “contractor,” as defined in the Program,” because my business 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 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has 10 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 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

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

**OR**

**Part II - Certification of Compliance**

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

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

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

## **“Contractor Employee Jury Service”**

### **Los Angeles County Code Sections 2.203.010 through 2.203.090**

#### **2.203.010 Findings.**

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

#### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “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 as determined by the chief administrative officer.
- E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002).

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040 Contractor Jury Service Policy.**

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

#### **2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

**ATTACHMENT B**  
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<b>Name</b>	<b>Job Title</b>	<b>College</b>	<b>Address1</b>	<b>Address2</b>	<b>City</b>	<b>State</b>	<b>Postal Code</b>	<b>Type of College</b>	<b>School Phone</b>
	Contract Administrator	Allan Hancock College	800 South College Drive		Santa Maria	CA	93454-6368	2-Year Community College	(805) 922-6966
	Contract Administrator	Antelope Valley College	3041 West Avenue K		Lancaster	CA	93536	2-Year Community College	(661) 722-6300
	Contract Administrator	Cerritos College	11110 Alondra Boulevard		Norwalk	CA	90650	2-Year Community College	(562) 860-2451
	Contract Administrator	Citrus College	1000 West Foothill Boulevard		Glendora	CA	91741	2-Year Community College	(626) 963-0323
	Contract Administrator	College of the Canyons	26455 Rockwell Canyon Road		Santa Clarita	CA	91300	2-Year Community College	(611) 259-7800
	Contract Administrator	Compton College	1111 East Artesia Boulevard		Compton	CA	90221	2-Year Community College	(310) 900-1600
	Contract Administrator	East Los Angeles College	1301 Avenida Cesar Chavez		Monterey Park	CA	91754	2-Year Community College	(323) 265-8650
	Contract Administrator	El Segundo College	16007 Crenshaw Boulevard		Torrance	CA	90506	2-Year Community College	(877) 322-6466
	Contract Administrator	Glendale College	1500 North Verdugo Road		Glendale	CA	91208	2-Year Community College	(818) 240-1000
	Contract Administrator	Long Beach City College	Pacific Coast Highway Campus	1305 East Pacific Coast Highway	Long Beach	CA	90808	2-Year Community College	(562) 938-4111
	Contract Administrator	Los Angeles City College	855 North Vermont Avenue		Los Angeles	CA	90029	2-Year Community College	(323) 953-4000
	Contract Administrator	Los Angeles Harbor College	111 Figueroa Place		Wilmington	CA	90744	2-Year Community College	(310) 522-8200
	Contract Administrator	Los Angeles Mission College	13356 Eldridge Avenue		Sylmar	CA	91342	2-Year Community College	(818) 364-7600

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<b>Name</b>	<b>Job Title</b>	<b>College</b>	<b>Address1</b>	<b>Address2</b>	<b>City</b>	<b>State</b>	<b>Postal Code</b>	<b>Type of College</b>	<b>School Phone</b>
	Contract Administrator	Los Angeles Pierce College	6201 Winnetka Avenue		Woodland Hills	CA	91371	2-Year Community College	(818) 347-0551
	Contract Administrator	Los Angeles Southwest College	1600 Imperial Highway		Los Angeles	CA	90047	2-Year Community College	(323) 241-5225
	Contract Administrator	Los Angeles Valley College	5800 Fulton Avenue		Van Nuys	CA	91401	2-Year Community College	(818) 947-2600
	Contract Administrator	Mt. San Antonio College	1100 North Grand Avenue		Walnut	CA	91789	2-Year Community College	(909) 591-5611
	Contract Administrator	Pasadena City College	1570 East Colorado Boulevard		Pasadena	CA	91106	2-Year Community College	(626) 585-7123
	Contract Administrator	Rio Hondo College	3600 Workman Mill Road		Whittier	CA	90601	2-Year Community College	(562) 692-0921
	Contract Administrator	Santa Monica College	1900 Pico Boulevard		Santa Monica	CA	90405-1628	2-Year Community College	(310) 434-4000
	Contract Administrator	West Los Angeles College	4800 Freshman Drive		Culver City	CA	90531	2-Year Community College	(310) 287-4200
	Contract Administrator	California State University - Dominguez Hills	1000 East Victoria Street		Carson	CA	90747	4-Year College/University - Public	(213) 516-3300
	Contract Administrator	California State University - Long Beach	1250 Bellflower Boulevard		Long Beach	CA	90840	4-Year College/University - Public	(562) 985-4111
	Contract Administrator	California State University - Los Angeles	5151 State University Drive		Los Angeles	CA	90032	4-Year College/University - Public	(562) 985-4111
	Contract Administrator	California State University - Northridge	18111 Nordhoff Street		Northridge	CA	91330	4-Year College/University - Public	(818) 677-1200
	Contract Administrator	Mount Saint Mary's College	12001 Chalon Road		Los Angeles	CA	90049	4-Year College/Un	(310) 476-2237

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Name	Job Title	College	Address1	Address2	City	State	Postal Code	Type of College	School Phone
	Contract Administrator	Occidental College	1600 Campus Road		Los Angeles	CA	90041	iversity - Public 4-Year College/Un	(213) 259-2500
	Contract Administrator	Pacific Oaks College	5 Westmoreland Place		Pasadena	CA	91103-1999	iversity - Public 4-Year College/Un	(626) 397-1300
	Contract Administrator	Pacific State University	1516 South Western Avenue		Los Angeles	CA	90006	iversity - Public 4-Year College/Un	(323) 731-3283
	Contract Administrator	University of California - Los Angeles	405 Hilgard Avenue		Los Angeles	CA	90024	iversity - Public 4-Year College/Un	(310) 825-4321
	Contract Administrator	University of Southern California	University Park Campus		Los Angeles	CA	90089	iversity - Public 4-Year College/Un	(213) 740-2311
	Contract Administrator	Whittier College	13406 East Philadelphia Street	Post Office Box 634	Whittier	CA	90608	iversity - Public 4-Year College/Un	(562) 907-4200
	Contract Administrator	Loyola Marymount University	Loyola Blvd & W. 80th. Street		Los Angeles	CA	90045	iversity - Private 4-Year College/Un	(310) 338-2700
	Contract Administrator	Pepperdine University	24255 Pacific Coast Highway		Malibu	CA	90263	iversity - Private 4-Year College/Un	(310) 456-4000