REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

EDUCATION CONSULTANT SERVICES
(CMS# 09-007)

County of Los Angeles
Department of Children and Family Services
Department of Children and Family Services – Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

APRIL 2012

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

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PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART A - OVERVIEW

1.0 DCFS MISSION STATEMENT

The County's Department of Children and Family Services is the designated agency with the duty to establish, manage and provide a system of services which ensures the following:

- Children are safe from abuse, neglect and exploitation;
- Families who provide safe environments for children are strengthened;
- Children whose families are unable to provide a safe environment are provided temporary homes which support optimum growth and development;
- Children in temporary homes receive safe, secure and nurturing permanent homes in a timely manner; and
- Children who reach adulthood under DCFS' care are provided the opportunity to succeed.

2.0 REQUIRED SERVICES

2.1 The County of Los Angeles (COUNTY) Department of Children and Family Services (DCFS) is issuing this Request for Statement of Qualifications (RFSQ) to solicit individuals that can provide education consultant services. The COUNTY is only interested in sole proprietors who meet the minimum qualifications of this RFSQ.

2.2 The role of the prospective contractor shall be that of an education consultant to advocate on behalf of foster children and consult with DCFS Children's Social Workers (CSWs) and caregivers to answer questions, direct and train them on issues related to the child's education, in accordance with Part H, Statement of Work (SOW).

3.0 RFSQ COMPOSITION

3.1 This RFSQ is composed of the following parts:

PART A – OVERVIEW OF RFSQ: Contains an overview of the RFSQ.

PART B – RFSQ GENERAL INFORMATION: Contains important RFSQ provisions and requirements of the RFSQ.

PART C – INSTRUCTIONS TO PROSPECTIVE CONTRACTOR: Contains instructions about preparing and submitting a Statement of Qualifications (SOQ) in response to this RFSQ.

PART D – REQUIRED FORMS/SUBMISSION PACKET: Contains the forms which must be completed and included in the SOQ in addition to other required documents.

PART E – SELECTION PROCESS AND EVALUATION CRITERIA: Contains information as to how SOQs will be reviewed and selected. This selection also includes the COUNTY's Protest Policies for Solicitation, Disqualification and Contractor Selection Reviews.

PART F – PROTEST POLICY TRANSMITTAL FORMS: Contains Transmittal Forms to Request a Solicitation Requirements Review, Disqualification Review, Proposed Contractor Selection Review, and County Review Panel.

PART G – SAMPLE CONTRACT: Contains the terms and conditions substantially similar to any Contract resulting from this RFSQ.

PART H – STATEMENT OF WORK: Explains in detail the Statement of Work to be performed by the Contractor.

PART I – ATTACHMENTS TO THE SAMPLE CONTRACT – Contains attachments to any Contract resulting from this RFSQ.

PART J – APPENDICES: Contains additional RFSQ information.

4.0 PROCUREMENT TIMETABLE

4.1 The following timetable represents the COUNTY's best estimate of the schedule that shall be followed in this procurement process. COUNTY reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timeline shall be provided to any prospective contractor who requests a copy of the RFSQ.

- Release RFSQ: April 20, 2012
- Submission Deadline for Request for Solicitation Requirements Review: May 3, 2012.
- RFSQ Conference: May 14, 2012
- Questions and Answers Released: May 18, 2012
- Deadline for SOQ Submission: May 30, 2012

4.2 Subsequent Submission Periods: This RFSQ shall remain open from the time of its release and for the duration of any resulting contracts. During this RFSQ period, the COUNTY may release addenda to announce new periods for submitting SOQs under this RFSQ, should the COUNTY have the need for additional or replacement education consultant services contracts.

5.0 RFSQ CONFERENCE – QUESTIONS AND ANSWERS

5.1 In order to assist and provide clarification on any issues related to the RFSQ a conference has been scheduled for **Monday, May 14, 2012 at 1:30 p.m. in the 5TH floor Conference Room.**

Attendance at the conference is optional for prospective contractor, but is *STRONGLY recommended.*

DCFS Headquarters
425 Shatto Place, 5th floor Conference Room
Los Angeles, California 90020

5.2 Prospective contractor may submit written questions regarding this RFSQ by mail, fax, or e-mail to the Contract Analyst identified below. All written questions must be received on **Monday, May 14, 2012 by 5:00 PM**. No questions will be accepted after this date.

5.3 Following the conference, written answers to all questions will be sent (e-mail, faxed, or mailed) to each person or organization which COUNTY records indicate received a copy of the RFSQ. Telephone inquires will not be accepted.

5.4 All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The addendum will be mailed to each person or organization which COUNTY records indicate received a copy of the RFSQ, in addition to being posted on the County of Los Angeles' website. To ensure receipt of any addendums, prospective contractor should include correct mailing address, fax number, or e-mail address, whichever is appropriate.

5.5 Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage prospective contractor or, due to unclear instructions, may result in the COUNTY not receiving the best possible responses from prospective contractor.

5.6 When submitting questions please specify the RFSQ part and section number, paragraph number, page number, and quote the passage that prompted the question. This will ensure that the questions can be quickly found in the RFSQ. COUNTY reserves the right to group similar questions when providing answers.

Questions should be addressed to:

Maria Reza, Contract Analyst
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

6.0 MINIMUM REQUIREMENTS

Any interested and qualified prospective contractor that can demonstrate his/her ability to successfully provide the required services outlined in Part H, Statement of Work, of this RFSQ is invited to submit an SOQ, provided that the prospective contractor meets the following requirements:

6.1 Prospective contractor must be able to read, write, speak, and understand English;

6.2 Prospective contractor must have a minimum of a Bachelor's degree from an accredited college/university;

6.3 Prospective contractor must also meet one of the following minimum requirements regarding education credentials and education-related work experience either as an employee, or a contractor, or both:

Option 1: Must have held a valid California Teaching credential for at least three consecutive years within the last five years, plus have been teaching, counseling or providing services equivalent to or similar to the services described in Part H, Statement of Work for two consecutive years;

- OR -

Option 2: Must possess a California Administrative Credential that is current, valid and has been in effect for at least three consecutive years, plus have been an education administrator, teacher, counselor, or providing services equivalent or similar to the services described in Part H, Statement of Work, for two consecutive years;

- OR -

Option 3: Must have a Master's Degree in the field of Education with at least 5 years experience as an administrator, psychologist or counselor in programs for children and 5 years experience in providing educational advocacy for children.

6.3.1 Only those credentials that are or were issued by the Certification, Assignment and Waivers Division of the California Commission on Teacher Credentialing as set forth in the California Education Code and the California Code of Regulations, Title 5 are acceptable.

6.3.2 Points will be given during the evaluation process to the prospective contractor who has a current and valid California Pupil Personnel Services Credential with a Child Welfare & Attendance Specialty or a School Psychologist Specialty.

6.3.3 Points will be given during the evaluation process to the prospective contractor that: 1) has a current and valid California Special Education Teacher Credential, has received a Master's Degree in Special Education, or has held a California Special Education Teacher Credential for at least two years within the last five years, plus has been providing services equivalent or similar to the services described in Part H, Statement of Work, for two consecutive years within the last three years.

6.3.4 Points will be given during the evaluation process to the prospective contractor who has a current and valid California Administrative Services Credential from Pre-school to Adult.

6.3.5 A successful prospective contractor is not required to maintain active education credentials during the term of any contract issued as a result of this RFSQ.

7.0 DEFINITIONS

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. Definitions of general terms can be found in PART G, Sample Contract, Unique Terms and Conditions, Section 1.0. Definitions of specific terms have been established in PART H, Statement of Work (SOW).

8.0 CONTRACT PERIOD AND RECOMMENDATION OF AWARD

Refer to Part G, Sample Contract (Unique Terms and Conditions, Section 2.0, Term). However, the COUNTY shall solely determine whether or not to enter into any contract as a result of this RFSQ and the start date may vary from that stated.

9.0 PRICING METHODOLOGY AND BUDGET

9.1 This is a firm-fixed price Contract. The COUNTY will pay contractor each month one-twelfth (1/12) of the Maximum Annual Contract Sum, up to $72,000, in accordance with Part G, Section 3.0, Contract Sum, and Section 5.0, Invoices and Payments.

9.2 The COUNTY is looking to develop a pool of qualified individuals.

10.0 TERMS AND CONDITIONS

Sample terms and conditions of the anticipated Contract are provided in Part G, Sample Contract, of this RFSQ. The final terms and conditions of the Contract will be substantially similar to those that are contained in the Sample Contract. Prospective contractor is encouraged to have the Sample Contract reviewed by their own legal counsel.

10.1 Several of the documents in Part D, Statement of Qualifications Submission Packet, and Part I, Attachments will become attachments to the Sample Contract.

10.2 Submission of an SOQ shall constitute acknowledgment and acceptance of all of the terms and conditions in the RFSQ and the attached Sample Contract.

PART B – RFSQ GENERAL INFORMATION

1.0 PROTEST PROCESS

1.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective contractor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.3. Additionally, any actual prospective contractor may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the prospective contractor challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.

1.2 Throughout the review process, the COUNTY has no obligation to delay or otherwise postpone an award of contract based on a prospective contractor protest. In all cases, the COUNTY reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Refer to PART B, Section 2.0)
- Review of a Disqualified SOQ (Refer to PART B, Section 3.0)
- Review of Department's Proposed Contractor Selection: Departmental Debriefing Process, Proposed Contractor Selection Review, County Review Panel Process (Refer to PART B, Section 4.0)

2.0 SOLICITATIONS REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting PART F, "Transmittal Form to Request a Solicitation Requirements Review" to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

2.1 The request for a Solicitation Requirements Review is received by the department by the end of the 10th business day from the release date of the RFSQ or by Thursday, May 3, 2012, which ever is later.

2.2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit an SOQ.

2.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

2.4 The request for a Solicitation Requirements Review asserts either that:

2.4.1 Application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the prospective contractor; or,

2.4.2 Due to unclear instructions, the process may result in the COUNTY not receiving the best possible responses from the prospective contractors.

2.5 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the prospective contractor, in writing, within a reasonable time prior to the SOQ due date.

All Requests for Review should be submitted to:

Kim Foster, Section Manager
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

3.0 DISQUALIFICATION REVIEW

3.1 An SOQ may be disqualified from consideration because the COUNTY determined it was a non-responsive SOQ at any time during the review process. If the COUNTY determines that an SOQ is disqualified due to non-responsiveness, the COUNTY shall notify the prospective contractor in writing.

3.2 Upon receipt of the written determination of non-responsiveness, the prospective contractor may submit PART F, "Transmittal Form to Request a Disqualification Review" by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

3.3 A Disqualification Review shall only be granted under the following circumstances:

1. The firm/person requesting a Disqualification Review is a prospective contractor;

2. The request for a Disqualification Review is submitted timely; and,

3. The request for a Disqualification Review asserts that the department's determination of disqualification due to SOQ's non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

3.4 The Disqualification Review shall be completed and the determination shall be provided to the prospective contractor, in writing, prior to the conclusion of the Disqualification Review process.

4.0 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

4.1 Departmental Debriefing Process

4.1.1 Upon completion of the evaluation, and prior to entering negotiations with the selected prospective contractor, the Department shall notify the remaining prospective contractors in writing that the department is entering negotiations with another prospective contractor. Upon receipt of the letter, the prospective contractor may request a Debriefing within the time specified in the letter. A Debriefing will not be provided unless the request is made within the timeframe specified.

4.1.2 The purpose of the Debriefing is to compare the prospective contractor's response to the solicitation document with the evaluation document. The prospective contractor shall be debriefed only on its response. Because the contract process has not been completed, responses from other prospective contractors shall not be discussed.

4.1.3 During or following the Debriefing, the Department will instruct the requesting prospective contractor of the manner and timeframe in which the requesting prospective contractor must notify the Department of its intent to request a Prospective Contractor Selection Review (see Section 4.2 below), if the requesting prospective contractor is not satisfied with the results of the Debriefing.

4.2 Proposed Contractor Selection Review

4.2.1 Any prospective contractor that has timely submitted a notice of its intent to request a proposed contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

4.2.2 A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

4.2.2.1 The person or entity requesting a Proposed Contractor Selection Review is a prospective contractor;

4.2.2.2 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);

4.2.2.3 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

- The Department materially failed to follow procedures specified in its solicitation document. This includes:

  - Failure to correctly apply the standards for reviewing the proposal format requirements.

  - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.

  - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

4.2.2.4 The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposed Contractor receiving an incorrect score and not being selected as the recommended contractor.

4.2.2.5 A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

4.2.2.6 Another basis for review as provided by state or federal law; and

4.2.3 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposed Contractor would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

4.2.4 Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the prospective contractor within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the prospective contractor of the manner and timeframe for requesting a review by a County Review Panel.

5.0 COUNTY REVIEW PANEL PROCESS

5.1 Any prospective contractor that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

5.2 A request for review by a County Review Panel may, in the COUNTY's sole discretion, be denied if the request does not satisfy all of the following criteria:

5.2.1 The person or entity requesting review by a County Review Panel is a prospective contractor;

5.2.2 The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and

5.2.3 The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that: (a) arise from the Department's written decision; and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 4.2 above.

5.3 Upon completion of the County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to the prospective contractor.

6.0 CONTACT WITH COUNTY PERSONNEL

6.1 Unless otherwise instructed in this RFSQ, any contact regarding or related to this RFSQ must be in writing and directed to the following:

Kim Foster, Section Manager
Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

6.2 All prospective contractors are specifically directed not to contact any other COUNTY personnel regarding this matter. If it is discovered that a prospective contractor contacted and received information from any COUNTY personnel, other than the person specified above, regarding this solicitation, COUNTY, in its sole determination, may disqualify their SOQ from further consideration.

7.0 GRATUITIES

7.1 Attempt to Secure Favorable Treatment

It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from a prospective contractor with the implication, suggestion or statement that the prospective contractor's provision of the consideration may secure more favorable treatment for the prospective contractor in the award of the contract or that the prospective contractor's failure to provide such consideration may negatively affect the COUNTY's consideration of the prospective contractor's submission. A prospective contractor shall not offer or give, either directly or through an intermediary consideration, in any form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a contract.

7.2 Prospective Contractor Notification to County

A prospective contractor shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the prospective contractor's submission being eliminated from consideration.

7.3 Form of Improper Consideration

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

8.0 COUNTY RIGHTS AND RESPONSIBILITIES

8.1 The COUNTY has the right to amend the RFSQ by written addendum. The COUNTY will post all RFSQ addenda on the "Doing Business with Us" link on the "LA County Online" (the County's Homepage) website and mail a copy to each person or organization which COUNTY records indicate has received this RFSQ. (It is the prospective contractor's responsibility to read addenda and incorporate any changes that might be necessary as a result.)

8.2 Any contract resulting from this RFSQ is not an exclusive contract. COUNTY reserves the right to contract with other contractors or request the same or similar services of other firms.

8.3 The COUNTY has the right to award one or more contracts to one or more qualified, responsive and responsible prospective contractors.

9.0 COUNTY REPRESENTATION DISCLAIMER

COUNTY is not responsible for representations made by any of its officers or employees prior to the approval of a contract by the COUNTY's Board of Supervisors unless such understanding or representation is included in this RFSQ or in subsequent addenda. COUNTY is responsible only for that which is expressly stated in this solicitation document and any authorized addenda thereto.

10.0 COUNTY OPTION TO REJECT SOQS

COUNTY may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. COUNTY also reserves the right to cancel this RFSQ, at its sole discretion, at any time prior to approval of a contract by the COUNTY's Board of Supervisors.

11.0 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

12.0 PROSPECTIVE CONTRACTOR DEBARMENT

12.1 Chapter 2.202 of the County Code

The prospective contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the COUNTY may debar the prospective contractor from bidding or proposing on, or being awarded, and/or performing work on other COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the COUNTY may terminate any or all of the prospective contractor's existing contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the prospective contractor has done any of the following: 1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; 2) committed an act or omission which negatively reflects on the prospective contractor's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the COUNTY or any other public entity.

12.2 Notice to Prospective Contractor

If there is evidence that the apparent highest ranked prospective contractor may be subject to debarment, the Department shall notify the prospective contractor in writing of the evidence, which is the basis for the proposed debarment, and

shall advise the prospective contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

12.3 Contractor Hearing Board

The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The prospective contractor and/or the prospective contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the prospective contractor should be debarred, and, if so, the appropriate length of time of the debarment. The prospective contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

12.4 Presentation to the Board of Supervisors

After consideration of any objections, or if no objections are received, 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.

12.5 Debarment that Exceeds Five Years

If a prospective contractor has been debarred for a period longer than five years, that prospective contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the prospective contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.

12.6 Consideration of Requests for Review of Debarment Determination

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

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

12.7 Debarment List

Registry of Debarred Contractors can be obtained by using the websites listed in Part G, Sample Contract, Section 20.10. Websites include COUNTY, State and Federal Debarred Contractors.

13.0 NOTICE TO PROSPECTIVE CONTRACTORS REGARDING THE PUBLIC RECORDS ACT

13.1 Responses to this solicitation shall become the exclusive property of the COUNTY. Absent extraordinary circumstances, at such time as a) with respect to the recommended prospective contractor's SOQ, (Department) completes contract negotiations and obtains a letter from an authorized officer of the recommended prospective contractor that the negotiated contract is a firm offer of the recommended prospective contractor, which shall not be revoked by the recommended prospective contractor pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and b) with respect to each prospective contractor requesting a County Review Panel, the County Review Panel convenes as a result of such prospective contractors' request, and c) with respect to all other prospective contractors, DCFS recommends the recommended prospective contractor(s) to the Board and such recommendation appears on the Board agenda, SOQ submitted in response to this solicitation become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified as business or trade secrets, and, if by the prospective contractor, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

13.2 The COUNTY shall not, in any way, be liable or responsible for the disclosure of any such record of any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The prospective contractor must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or Proprietary" in nature.**

14.0 MANDATORY REQUIREMENT TO REGISTER ON 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. (There are underscores in the address between the words 'doing business' and 'main db'.)

15.0 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS

15.1 The COUNTY has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the COUNTY's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

15.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 16.0 below.

15.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 23.0 of Part B.

15.4 The COUNTY also has a Policy on Doing Business with Small Business that is stated in Part J, Appendix 1.

16.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

16.1 The COUNTY will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.

16.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration database may qualify to request the Local SBE Preference in a solicitation.

16.3 Businesses must complete Attachment B – Request for Local SBE Preference Program Consideration. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

17.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

17.1 In reviewing SOQs, the COUNTY will give preference to businesses that are certified by the COUNTY as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501(c)(3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the COUNTY on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their SOQ response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

17.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. COUNTY must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a prospective contractor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

17.3 To request the Transitional Job Opportunities Preference, prospective contractor must complete the *Transitional Job Opportunities Preference Application –Form 20– Statement of Qualifications Submission Packet* and submit it along with all supporting documentation with their SOQ.

18.0 COUNTY'S QUALITY ASSURANCE PLAN

After contract award, the COUNTY or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the COUNTY determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

19.0 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in Part G, Sample Contract, Standard Terms and Conditions, Section 31.0. The Contractor shall procure, maintain, and provide to the COUNTY proof of insurance coverage for all the programs of insurance along with associated amounts specified in Part G, Sample Contract, Unique Terms and Conditions, Section 4.0

20.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, prospective contractor shall demonstrate a proven record of hiring participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if the participants meet the minimum qualifications for that opening. Additionally, prospective contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the prospective contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities who is unable to meet this requirement shall not be considered for contract award. Prospective contractor shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Part D, Statement of Qualifications Submission Packet, Form 13, along with their SOQ.

21.0 CONSIDERATION OF FORMER FOSTER YOUTH FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel, Contractor shall give consideration to qualified former foster youth. Such consideration shall be administered according to Part G, Sample Contract, Section 30.0.

22.0 FEDERAL EARNED INCOME CREDIT

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

23.0 JURY SERVICE PROGRAM

The prospective contractor is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read the Jury Service Ordinance, Attachment F of Part D, Statement of Qualifications Submission Packet, and the pertinent jury service provisions of the Part G, Sample Contract, Section 14.0, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. <u>If the SOQ</u>

fails to comply with the requirements of the Jury Service Program, it will be considered non-responsive and excluded from further consideration.

23.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

23.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of 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. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than $500,000; and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

23.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Form 14, Part D, Statement of Qualifications Submission Packet, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the COUNTY will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The COUNTY's decision will be final.

24.0 PROSPECTIVE CONTRACTOR'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Prospective contractor shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

25.0 PROSPECTIVE CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

25.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

25.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification Attachment J as set forth in Part D, Statement of Qualifications Submission Packet. A completed Attachment J is a required part of any agreement with the COUNTY.

25.3 Attachment J, Prospective Contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a COUNTY agreement, **OR**

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts

25.4 Prospective contractors that do not complete Attachment J as part of the solicitation process may, in the COUNTY's sole discretion, be disqualified from contract award. A prospective contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

26.0 NOTICE TO PROPOSES REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby COUNTY officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each prospective contractor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the prospective contractor is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting Familiarity of the County Lobbyist Ordinance Certification, as set forth in Statement of Qualifications Submission Packet Form 19 of Part D, as part of their SOQ.

27.0 RECYCLED CONTENT PAPER

Prospective contractor shall be required to comply with the County's policy on recycled content paper as specified in Part G, Sample Contract, Section 48.0.

28.0 SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in of this solicitation document and is also available on the internet at www.babysafela.org for printing purposes.

29.0 SUBCONTRACTING

Contractor shall not subcontract any tasks of this contract. Any attempt by Contractor to subcontract performance of any terms of the Contract, in whole or in part, shall constitute a material breach of the terms of the Contract.

PART C - INSTRUCTIONS TO PROSPECTIVE CONTRACTORS

1.0 LANGUAGE

Everything constituting the SOQ and all documents submitted in connection with this SOQ shall be written in English.

2.0 PREPARATION AND FORMAT OF SOQ

2.1 The SOQ must be bound and submitted in the prescribed format below:

- One original SOQ and four copies must be typewritten or word-processed on 8-1/2" X 11" white bond paper.
- The SOQ and copies must be securely bound in a three-ring binder or other protective covering. SOQ and copies that are paper clipped, stapled, or rubber banded may be rejected, at the COUNTY's sole discretion.
- The SOQ and copies' cover binders must state the title of the RFSQ, CMS number and the name of your organization.
- Each page must be clearly and consecutively numbered, including all attachments.
- Each section must be specifically labeled with tab inserts and in the order indicated in subsection 2.4 below.

2.2 A Sample Contract is provided as Part G for your information and review. Prospective contractors shall **NOT** complete or submit the Sample Contract with their SOQ.

2.3 COUNTY is not responsible for any costs or other liabilities associated with the preparation, delivery or submission of any SOQ in response to this RFSQ.

2.4 Prospective contractor must provide evidence that it is a responsible contractor and can finance and provide the services required under the proposed contract. Prospective contractor shall include all required forms, documents and attachments with its sealed SOQ, the contents and sequence of which must be as follows:

2.4.1 <u>Section A – Prospective Contractor's Qualifications</u>

2.4.1.1 Transmittal Letter

The SOQ must contain a transmittal letter that is no more than eight pages, single-sided, and typed/printed that includes the following in the order listed:

- Title of RFSQ and date;
- The prospective contractor's name as indicated in Attachment A of the RFSQ;
- A brief summary of the experience of the prospective contractor;
- The transmittal letter must bear the signature of the prospective contractor (name, title and signature) which binds him or her in a Contract.

2.4.1.2 Table of Contents (shall immediately follow Transmittal Letter)

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.4.1.3 Certification that Prospective Contractor Meets All Minimum Requirements of the RFSQ (Form 1).

Prospective contractor must complete Form 1 to certify that he or she meets all minimum requirements specified in Part A, Section 6.0 of the RFSQ.

2.4.1.4 Prospective Contractor's Education Background (Form 2)

Prospective contractor must complete Form 2 specifying his/her education background.

- <u>Copies Of Degrees (Insert)</u>

  Insert copies of resumes, degrees and current professional licenses of prospective contractor as required in Part H, SOW.

2.4.1.5 Education Credentials (Form 3)

Prospective contractor must meet one of the four options listed in Part A, section 6.3 of the RFSQ and specify on Form 3.

- <u>Copies Of Credentials (Insert)</u>

2.4.1.6 Employment Experience (Form 4)

Prospective contractor must meet the minimum requirements in Part A, regarding education-related work experience, and specify on Form 4.

- Employment Verification Letter (Insert)

  Insert employment verification letters

2.4.1.7 Contract Experience (Form 5)

Prospective contractor must meet the minimum requirements in Part A, regarding education-related experience and specify on Form 5. Please indicate "N/A" on form if not applicable.

2.4.1.8 Transportation Requirements (Form 6)

Prospective contractor must be willing to travel throughout Los Angeles County and neighboring counties and must provide his/her own transportation. Complete Form 6 to specify transportation arrangements.

- Driver License Information (Insert)

  Insert a copy of your valid California Driver's License and an original printout of your Department of Motor Vehicles record.

2.4.1.9 Record of Convictions (Form 7)

Prospective contractor must complete Form 7 provide a full disclosure of all convictions.

2.4.1.10 Proof of Insurability (Form 8)

2.4.1.10.1 Prospective contractor must provide "Proof of Insurability", indicating that it meets all insurance requirements set forth in Part I, Section 4.1, General Insurance Requirements and Part I, Section 4.2, Insurance Coverage Requirements of the Sample Contract.

2.4.1.10.2 If prospective contractor currently has the required insurance coverage for another COUNTY program service, a copy of that Certificate of Insurance may be submitted with its SOQ. However, if selected and awarded a Contract under this RFSQ, Prospective contractor will be required to provide a certificate of insurance naming this program service.

2.4.1.10.3 If prospective contractor does not currently have the required insurance coverage, he/she may

submit with the SOQ a quote from a qualified insurance carrier indicating a willingness to provide Prospective contractor the required coverage should it be selected to receive a Contract award. Prospective contractor shall provide, upon COUNTY's request, copies of prospective contractor's current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.

2.4.1.10.4 Letters of Intent from insurance brokers **<u>will not</u>** be considered acceptable substitutes.

2.4.1.10.5 Services cannot be provided until all insurance requirements of this RFSQ are met.

2.4.1.11 Offer to Perform and Acceptance of Terms and Conditions (Form 9)

Prospective contractor must complete and sign the Offer to Perform and Acceptance of Terms and Conditions.

2.4.1.12 Service Locations (Form 10)

The COUNTY will determine the recommendation of a contract award based on the needs of DCFS regional offices. Some regional offices are paired and will be served by one contractor. The location of DCFS regional offices may change, at the COUNTY's discretion. Prospective contractor agrees to continue to provide services at the new location, or at a location assigned by the COUNTY Program Manager.

2.4.1.13 Prospective Contractors Questionnaire (Form 11)

Prospective contractor must answer all questions on Form 11 in order for the COUNTY to determine whether he/she meets the qualifications of this RFSQ. Answers must be either typed or word-processed on 8 ½ "x 11" paper, with a maximum margin of one inch, in a minimum of 12 point font with a maximum of seven total pages.

2.4.1.14 Certification of "No Conflict of Interest" (Form 12)

Prospective contractor must certify that if he/she participated in the preparation of this SOQ is within the purview of County Code Section 2.180.010.

2.4.1.15 Attestation of Willingness to Consider GAIN/GROW Participation of Employment (Form 13)

Prospective contractor must complete and submit this form with its SOQ.

2.4.1.16 List of Prospective Contractor's Commitments (Form 14)

Prospective contractor must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the prospective contractor's ability to perform the contract. Prospective contractor shall indicate on this form if it has no such commitments.

2.4.1.17 Prospective Contractor's List of Contracts (Form 15)

The listing must include all contracts (active/completed) for the last five years, showing year, type of services, dollar amount of services provided, location and contracting agency. It is the prospective contractor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. COUNTY may disqualify a prospective contractor if:

- References fail to substantiate prospective contractor's description of the services provided, or;

- References fail to support that prospective contractor has a continuing pattern of providing capable, productive and skilled personnel, or;

- The department is unable to reach the point of contact of the reference with reasonable effort.

Use additional sheets if necessary.

Contracts terminated within the past three years must be listed separately with a reason for termination, including details of any failure or refusal of prospective contractor to complete a contract.

2.4.1.18 Involvement in Litigation and/or Contract Compliance Difficulties (Form 16)

Prospective contractor must include details of any failure or refusal to complete a contract and identify by name, case and court jurisdiction any pending litigation in which prospective

contractor is involved, or judgments against prospective contractor within the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the prospective contractor or its principals. If none, include a statement to that effect.

2.4.1.19 Revenue Disclosure (Non-public Business Entity) (Form 17)

Prospective contractor must complete Form 17 indicating all such income and resources. If not applicable, please note on Form 17.

2.4.1.20 Certification of Ownership and Financial Interest (Form 18)

Prospective contractor must complete the Certification of Ownership and Financial Interest Form.

2.4.1.21 Familiarity of the County Lobbyist Ordinance Certification (Form 19)

Prospective contractor must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the prospective contractor have and will comply with the ordinance during the RFSQ process.

2.4.1.22 Transitional Job Opportunities Preference Application (Form 20)

The prospective contractor who is registered as a 501(c)(3) nonprofit corporation with the Internal Revenue Service and is certified with the COUNTY as Transitional Job Opportunity vendor must submit this form. If application is not applicable, indicate “N/A” on form.

2.4.1.23 Acknowledgement of RFSQ Restrictions (Form 21)

Prospective contractor acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFSQ.

2.4.2 <u>Section B - Budget</u>

2.4.2.1 Line Item Budget (Exhibit A-2)

2.4.2.1.1 Prospective contractor must provide a budget in accordance with the rate established in this RFSQ. The budget shall be segregated into direct and indirect costs and profit for the prospective contractor.

2.4.2.1.2 It is the prospective contractor's responsibility to include all necessary line items (cost elements) in the budget. The budget shall include, but is not limited to: personnel (classification/payroll title), hourly wage, employee benefits (paid vacation, sick time, holiday, etc.), equipment needs, vehicles (including purchases, maintenance, fuel, and repairs), supplies, administrative costs, profit, etc.

2.4.2.1.3 A budget narrative must be attached to the budget providing a thorough and clear explanation of all projected line items and its budget costs. The narrative must follow the same sequence as the line item budget, and include a brief explanation of the costs. The budget and budget narrative will be made a part of the Contract with the selected prospective contractor.

2.4.3 Section C – Required Attachments

Prospective contractor must complete the attachments described below. The completed attachments will be made a part of the contract with the selected prospective contractor.

2.4.3.1 Contractor's Administration (Attachment A)

Prospective contractor must complete, date and sign this form and place it as the first form following the Table of Contents.

2.4.3.2 Small Business Enterprise (SBE) / Community Business Enterprise (CBE) (Attachment B)

Attachment B contains two programs: Small Business Enterprise and Community Business Enterprise. Prospective contractor shall complete and submit this form with its SOQ regardless of whether it qualifies for the Small Business Enterprise program. The prospective contractor who qualifies for the Small Business Enterprise must complete this form and attach the required documents to show proof of qualification and to receive credit.

2.4.3.3 Contractor Acknowledgement and Confidentiality Agreement (Attachment C)

Prospective contractor shall sign "Contractor's Acknowledgment and Confidentiality Agreement" acknowledging and accepting the confidentiality requirements set forth by the COUNTY.

2.4.3.4 Jury Service Program and Application for Exception and Certification (Attachment G)

Prospective contractor must complete and submit Attachment G with SOQ. If prospective contractor is requesting an exception from this program, submit all necessary documents to support the request.

2.4.3.5 Equal Employment Opportunity (EEO) Certification (Attachment H)

Prospective contractor must comply with EEO laws, regulations and policies. Complete Attachment H and submit with SOQ.

2.4.3.6 Charitable Contributions Certification (Attachment J)

The prospective contractor who is registered as a 501(c)(3) nonprofit corporation with the Internal Revenue Service shall complete and submit Attachment K. Prospective contractor shall state its charitable contribution status per the Nonprofit Integrity Act.

2.4.4 Section D – Last Page of SOQ

2.4.4.1 Last Page of SOQ (Form 24)

The last page of the SOQ must list the name and signature of the prospective contractor (name and title) which binds him or her in a contract.

3.0 SOQ SUBMISSION

3.1 **The closing date and time for SOQ submission is Wednesday, May 30, 2012 at 5:00 PM.** It is the sole responsibility of the prospective contractor to see that its SOQ is received before the submission deadline. Prospective contractor shall bear all risks associated with delays in the U.S. Mail or other courier service. Any SOQs received after the scheduled closing time for receipt of SOQs may be returned to the sender unopened, at the COUNTY's sole discretion.

3.2 An original and four copies of the SOQ shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the prospective contractor and bear the words:

"EDUCATION CONSULTANT SERVICES – CMS CA 09-007"

3.3 The SOQ and any related information shall be delivered or mailed to:

Department of Children and Family Services
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020
Attention: Maria Reza

3.4 Prospective Contractor agrees to provide the COUNTY with an explanation of any information provided in its SOQ, which the COUNTY, in its sole discretion, may deem necessary for an accurate determination of the prospective contractor's qualifications to perform the required service.

3.5 Prospective contractor must respond only to the RFSQ as it is written including any written addenda discussed in Part C, Section 3.7 below. Prospective contractor is not to attach any documentation, which is not required or requested under this RFSQ. Failure to adhere to the specifications contained in this RFSQ may be cause for rejection of the SOQ. No corrections or resubmissions shall be accepted after the SOQ submission deadline.

3.6 Any change to this RFSQ will be made by written addendum, which will be sent to each prospective contractor which COUNTY records indicate has received this RFSQ. Such addendum will become a part of the RFSQ. The COUNTY reserves the right to issue more than one addendum. The COUNTY is not responsible for any other explanation or interpretation. Should any addendum set forth additional requirement(s), an SOQ's failure to address the requirement(s) of such addendum may result in the rejection of the SOQ, as determined in the sole discretion of the COUNTY.

3.7 It is the sole responsibility of the submitting SOQ to ensure that its SOQ is received before the submission deadline. Prospective contractors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any SOQs received after the scheduled closing time for receipt of SOQs, as stated in RFSQ, Part A, Overview, Section 4.0, Procurement Timetable, will be returned to the sender unopened. Timely hand-delivered SOQs are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

3.8 Subsequent Submission Periods: This RFSQ shall remain open from the time of its release and for the duration of any resulting contracts. During this RFSQ period, the COUNTY may release addenda to announce new periods for submitting SOQs under this RFSQ, should the COUNTY have the need for additional or replacement education consultant contracts.

4.0 PRECAUTIONS REGARDING SOQ SUBMISSION

4.1 Any SOQ that deviates from the format and/or the submission procedure may be rejected without review, at the COUNTY's sole discretion.

4.2 Failure to submit the correct number of copies by the required time and date may result in disqualification, at the COUNTY's sole discretion.

4.3 Prospective Contractor may be disqualified if on any previous Contract(s) with the COUNTY it has either: 1) defaulted on performance; or 2) failed to effectively complete performance on schedule.

5.0 SOQ WITHDRAWALS

All SOQs shall be firm offers and may not be withdrawn for a period of 270 days following the last day to submit SOQs. Until the SOQ submission deadline, errors in SOQs may be corrected by a request in writing to withdraw the SOQ and by submission of another set of SOQs with the mistakes corrected. Corrections will not be accepted once the deadline for submission of SOQs has passed.

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PART D - STATEMENT OF QUALIFICATIONS SUBMISSION PACKET

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PART D - STATEMENT OF QUALIFICATIONS SUBMISSION PACKET

Section A - Prospective Contractor's Qualifications

Form 1	Certification That Prospective Contractor Meets All Minimum Requirements of the RFSQ
Form 2	Prospective Contractor's Education Background
Insert	Insert Copies of Degrees
Form 3	Education Credentials
Insert	Insert Copies of Credentials
Form 4	Employment Experience
Insert	Insert Employment Verification Letter(s)
Form 5	Contract Experience
Form 6	Transportation Requirements
Insert	Insert Driver License Information
Form 7	Record of Convictions
Form 8	Proof of Insurability
Form 9	Offer to Perform and Acceptance of Terms and Conditions
Form 10	Service Locations
Form 11	Prospective Contractor's Knowledge and Skills – Questionnaire
Form 12	Certification of "No Conflict of Interest"
Form 13	Attestation of Willingness to Consider GAIN/GROW Participation for Employment
Form 14	List of Prospective Contractor's Commitments
Form 15	Prospective Contractor List of Contracts
Form 16	Involvement in Litigation and/or Contract Compliance Difficulties
Form 17	Revenue Disclosure
Form 18	Certification of Ownership and Financial Interest
Form 19	Familiarity of the County Lobbyist Ordinance Certification
Form 20	Transitional Job Opportunities Preference Application
Form 21	Acknowledgement of RFSQ Restrictions

Section B - Budget

Exhibit A-2	Line Item Budget

Section C - Required Attachments

Attachment A	Contractor's Administration
Attachment B	Community Business Enterprise Form (CBE)
Attachment C	Contractor Acknowledgement and Confidentiality Agreement
Attachment F	County Of Los Angles Contractor Employee Jury Service Program, Application for Exception and Certification
Attachment H	Equal Employment Opportunity (EEO) Certification
Attachment J	Charitable Contributions Certification
Attachment L	Defaulted Property Tax Reduction Program

Section D Last Page of SOQ

Last page of SOQ

Section A

Prospective Contractor’s Qualifications

FORM 1

CERTIFICATION THAT PROSPECTIVE CONTRACTOR MEETS ALL MINIMUM REQUIREMENTS OF THE RFSQ

Prospective Contractor's Name: _____

By initialing each statement below, I certify that:

____ I am able to read, write, speak, and understand English;

____ I have a minimum of a Bachelor's degree from an accredited college/university;

____ I meet the minimum requirements regarding education credentials and education-related work experience;

____ I shall complete and satisfactorily pass a security background investigation;

____ I am willing to travel throughout the County of Los Angeles and neighboring counties and will provide my own transportation;

____ I shall comply with all insurance requirements of this RFSQ;

____ I am not on any County, State and Federal contractor's debarred listings;

____ I have complied with the format and requirements set forth in PART C, Instructions to Prospective Contractors, of this RFSQ.

I certify that the statements made on this form are true and correct to the best of my knowledge and belief.

_____

Signature

_____

Date

FORM 2

PROSPECTIVE CONTRACTOR'S EDUCATION BACKGROUND

Prospective contractor must have, at minimum, a Bachelor's degree from an accredited college/university (use extra pages if needed).

	Name of School; Mailing Address; Phone Number; Contact	Degree or Diploma	Major and/or Minor	Year of Graduation
1				
2				
3				
4				

INSERT COPIES OF DEGREES

Insert a copy of each degree that satisfies the RFSQ requirements.

FORM 3

EDUCATION CREDENTIALS

Prospective contractor must meet the minimum requirements regarding education credentials *(use additional pages if necessary).*

	Name of School; Mailing Address; Phone Number; Contact	Credential	Expiration (MM/DD/YYYY)
1			
2			
3			
4			

FORM 3

INSERT COPIES OF CREDENTIALS

Insert a copy of each valid education credential that satisfies the RFSQ requirements.

FORM 4

EMPLOYMENT EXPERIENCE

Prospective contractor must meet the minimum requirements regarding education-related work experience. The *employment experience* you list must satisfy the requirements of this RFSQ. The referenced firm/agency will be contacted for verification.

<table>
<tr><td>1</td><td>PERIOD OF EMPLOYMENT:</td><td rowspan="9">DUTIES:</td></tr>
<tr><td colspan="2">NAME OF CURRENT OR LAST EMPLOYER:</td></tr>
<tr><td colspan="2">EMPLOYER’S ADDRESS:</td></tr>
<tr><td colspan="2">EMPLOYER’S PHONE NUMBER:</td></tr>
<tr><td colspan="2">PAYROLL TITLE:</td></tr>
<tr><td colspan="2">NUMBER OF YEARS/MONTHS EMPLOYED WITH EMPLOYER:</td></tr>
<tr><td colspan="2">NUMBER OF MONTHS WORKED PER YEAR:</td></tr>
<tr><td colspan="2">EDUCATION BACKGROUND REQUIRED FOR THIS JOB:</td></tr>
<tr><td colspan="2">JOB EXPERIENCE REQUIRED FOR THIS JOB:</td></tr>
<tr><td colspan="2">NAME OF BUREAU/DIVISION/SECTION:</td><td rowspan="3">REASON FOR LEAVING:</td></tr>
<tr><td colspan="2">NAME OF SUPERVISOR/MANAGER:</td></tr>
<tr><td colspan="2">SUPERVISOR/MANAGER’S PHONE NUMBER:</td></tr>
</table>

FORM 4

EMPLOYMENT EXPERIENCE

Prospective contractor must meet the minimum requirements regarding education-related work experience. The *employment experience* you list must satisfy the requirements of this RFSQ. The referenced firm/agency will be contacted for verification.

2	PERIOD OF EMPLOYMENT:	DUTIES:
NAME OF PREVIOUS EMPLOYER:		
EMPLOYER'S ADDRESS:		
EMPLOYER'S PHONE NUMBER:		
PAYROLL TITLE:		
NUMBER OF YEARS/MONTHS EMPLOYED WITH EMPLOYER:		
NUMBER OF MONTHS WORKED PER YEAR:		
EDUCATION BACKGROUND REQUIRED FOR THIS JOB:		
JOB EXPERIENCE REQUIRED FOR THIS JOB:		
NAME OF BUREAU/DIVISION/SECTION:		REASON FOR LEAVING:
NAME OF SUPERVISOR/MANAGER:		
SUPERVISOR/MANAGER'S PHONE NUMBER:		

FORM 4

EMPLOYMENT EXPERIENCE

Prospective contractor must meet the minimum requirements regarding education-related work experience. The *employment experience* you list must satisfy the requirements of this RFSQ. The referenced firm/agency will be contacted for verification.

3	PERIOD OF EMPLOYMENT:	DUTIES:
NAME OF PREVIOUS EMPLOYER:		
EMPLOYER'S ADDRESS:		
EMPLOYER'S PHONE NUMBER:		
PAYROLL TITLE:		
NUMBER OF YEARS/MONTHS EMPLOYED WITH EMPLOYER:		
NUMBER OF MONTHS WORKED PER YEAR:		
EDUCATION BACKGROUND REQUIRED FOR THIS JOB:		
JOB EXPERIENCE REQUIRED FOR THIS JOB:		
NAME OF BUREAU/DIVISION/SECTION:		REASON FOR LEAVING:
NAME OF SUPERVISOR/MANAGER:		
SUPERVISOR/MANAGER'S PHONE NUMBER:		

FORM 4

EMPLOYMENT EXPERIENCE

Prospective contractor must meet the minimum requirements regarding education-related work experience. The *employment experience* you list must satisfy the requirements of this RFSQ. The referenced firm/agency will be contacted for verification.

4	PERIOD OF EMPLOYMENT:	DUTIES:
NAME OF PREVIOUS EMPLOYER:		
EMPLOYER'S ADDRESS:		
EMPLOYER'S PHONE NUMBER:		
PAYROLL TITLE:		
NUMBER OF YEARS/MONTHS EMPLOYED WITH EMPLOYER:		
NUMBER OF MONTHS WORKED PER YEAR:		
EDUCATION BACKGROUND REQUIRED FOR THIS JOB:		
JOB EXPERIENCE REQUIRED FOR THIS JOB:		
NAME OF BUREAU/DIVISION/SECTION:		REASON FOR LEAVING:
NAME OF SUPERVISOR/MANAGER:		
SUPERVISOR/MANAGER'S PHONE NUMBER:		

INSERT EMPLOYMENT VERIFICATION LETTERS

Provide an original signed letter from each employer verifying your employment and qualifying work experience.

FORM 5

CONTRACT EXPERIENCE

Prospective contractor must meet the minimum requirements regarding education-related work experience. The *contract experience* you list must satisfy the requirements of this RFSQ. The referenced firm/agency will be contacted for verification (use extra pages if needed).

<table>
<tr><td>1</td><td>CONTRACT PERIOD:</td><td rowspan="11">CONTRACT SCOPE OF WORK:</td></tr>
<tr><td colspan="2">NAME OF CONTRACTING FIRM OR AGENCY:</td></tr>
<tr><td colspan="2">FIRM OR AGENCY ADDRESS:</td></tr>
<tr><td colspan="2">FIRM OR AGENCY PHONE NUMBER:</td></tr>
<tr><td colspan="2">CONTRACT NAME AND NUMBER:</td></tr>
<tr><td colspan="2">DAILY, WEEKLY MONTHLY WORK SCHEDULE:</td></tr>
<tr><td colspan="2">EDUCATION REQUIRED FOR THIS CONTRACT:</td></tr>
<tr><td colspan="2">EXPERIENCE REQUIRED FOR THIS CONTRACT:</td></tr>
<tr><td colspan="2">NAME OF BUREAU/DIVISION/SECTION:</td></tr>
<tr><td colspan="2">AGENCY OR FIRM PROJECT MANAGER:</td></tr>
<tr><td colspan="2">PROJECT MANAGER PHONE NUMBER:</td><td>ANNUAL CONTRACT AMOUNT:</td></tr>
</table>

FORM 5

CONTRACT EXPERIENCE

Prospective contractor must meet the minimum requirements regarding education-related work experience. The *contract experience* you list must satisfy the requirements of this RFSQ. The referenced firm/agency will be contacted for verification (use extra pages if needed).

<table>
<tr><td>2</td><td>CONTRACT PERIOD:</td><td rowspan="11">CONTRACT SCOPE OF WORK:</td></tr>
<tr><td colspan="2">NAME OF CONTRACTING FIRM OR AGENCY:</td></tr>
<tr><td colspan="2">FIRM OR AGENCY ADDRESS:</td></tr>
<tr><td colspan="2">FIRM OR AGENCY PHONE NUMBER:</td></tr>
<tr><td colspan="2">CONTRACT NAME AND NUMBER:</td></tr>
<tr><td colspan="2">DAILY, WEEKLY MONTHLY WORK SCHEDULE:</td></tr>
<tr><td colspan="2">EDUCATION REQUIRED FOR THIS CONTRACT:</td></tr>
<tr><td colspan="2">EXPERIENCE REQUIRED FOR THIS CONTRACT:</td></tr>
<tr><td colspan="2">NAME OF BUREAU/DIVISION/SECTION:</td></tr>
<tr><td colspan="2">AGENCY OR FIRM PROJECT MANAGER:</td></tr>
<tr><td colspan="2">PROJECT MANAGER PHONE NUMBER:</td><td>ANNUAL CONTRACT AMOUNT:</td></tr>
</table>

FORM 5

CONTRACT EXPERIENCE

Prospective contractor must meet the minimum requirements regarding education-related work experience. The *contract experience* you list must satisfy the requirements of this RFSQ. The referenced firm/agency will be contacted for verification (use extra pages if needed).

<table>
<tr><td>3</td><td>CONTRACT PERIOD:</td><td rowspan="11">CONTRACT SCOPE OF WORK:</td></tr>
<tr><td colspan="2">NAME OF CONTRACTING FIRM OR AGENCY:</td></tr>
<tr><td colspan="2">FIRM OR AGENCY ADDRESS:</td></tr>
<tr><td colspan="2">FIRM OR AGENCY PHONE NUMBER:</td></tr>
<tr><td colspan="2">CONTRACT NAME AND NUMBER:</td></tr>
<tr><td colspan="2">DAILY, WEEKLY MONTHLY WORK SCHEDULE:</td></tr>
<tr><td colspan="2">EDUCATION REQUIRED FOR THIS CONTRACT:</td></tr>
<tr><td colspan="2">EXPERIENCE REQUIRED FOR THIS CONTRACT:</td></tr>
<tr><td colspan="2">NAME OF BUREAU/DIVISION/SECTION:</td></tr>
<tr><td colspan="2">AGENCY OR FIRM PROJECT MANAGER:</td></tr>
<tr><td colspan="2">PROJECT MANAGER PHONE NUMBER:</td><td>ANNUAL CONTRACT AMOUNT:</td></tr>
</table>

FORM 6

TRANSPORTATION REQUIREMENTS

Prospective contractor must be willing to travel throughout Los Angeles County and neighboring counties and must provide his/her own transportation. Indicate below your transportation arrangements.

Do you have a valid California Driver's License and own, or have access to, a street-legal motor vehicle? YES ____ NO ____

If "YES," complete Table 1 below. If "NO," describe in Table 2 below your method of transportation. Alternate means of transportation is subject to COUNTY approval.

TABLE 1			
Drivers License Number	State of Issue	Type / Class	Expiration Date
Vehicle Information:			
Year			
Make			
Model			
License Plate Number			

TABLE 2
Describe alternate method of transportation:

INSERT DRIVER LICENSE INFORMATION

Insert an original printout of your Driver License Information Record from the Department of Motor Vehicles, and a copy of your valid California Driver's License.

FORM 7

RECORD OF CONVICTIONS

You must provide a full disclosure of all convictions. Failure to do so may result in your disqualification (use extra pages if needed).

Have you ever been convicted of a misdemeanor or felony by a criminal or military court?

Yes ☐ No ☐

If "YES," please complete the Record of Convictions section below.

Name (Please Print Last, First MI) _____
Other names Used _____
Date of Birth (Month, Day, Year) _____

Offense or Case Name	
Case Number	
Conviction / Order Date (Month, Day, Year)	
Location of Court (City, State)	
Sentence or Fine	

Offense or Case Name	
Case Number	
Conviction / Order Date (Month, Day, Year)	
Location of Court (City, State)	
Sentence or Fine	

Prospective contractor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the COUNTY's sole judgment and its judgment shall be final.

I, _____, hereby certify that the information contained in this Form 7, Record of Convictions, is true and correct to the best of my information and belief.

_____
Signature

_____ _____
County WebVen Number Date

FORM 8

PROOF OF INSURABILITY

Prospective contractor must provide “Proof of Insurability” that meets all insurance requirements set forth in Part E, Terms and Conditions, Part I, Section 5.1, General Insurance Requirements and Part I, Section 5.2, Insurance Coverage Requirements. If a Prospective Contractor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Prospective Contractor be selected to receive a Contract award may be submitted with the Proposal. In conjunction with the letter of certification, Prospective Contractor shall provide, upon COUNTY’s request, copies of Prospective contractor’s current insurance declarations sheets, policy jackets, insurance policies, terms and conditions, exclusions, attachments, policy riders, amendments and certificates of insurance.

Letters of Intent from insurance brokers will not be considered acceptable substitutes.

FORM 9

OFFER TO PERFORM AND ACCEPTANCE OF TERMS AND CONDITIONS

_____ (Prospective Contractor's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Statement of Qualifications (RFSQ) for Los Angeles County under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 365 days following the RFSQ submission due date stated in the RFSQ.

_____

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the Statement of Qualifications to the County.

_____

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the Statement of Qualifications to the County.

_____

Date

SERVICE LOCATIONS

The COUNTY will recommend award of contracts based on the highest evaluation scores until the needs of the Department are met. A few offices are paired and will be served by one Education Consultant.

San Fernando Valley Office 20151 Nordhoff St. Chatsworth, CA 91311 (818) 717-4000	**Glendora Office** 725 S. Grand Avenue Glendora, CA. 91740 (626)-691-1701
West San Fernando Valley Office 20151 Nordhoff St. Chatsworth, CA 91311 (818) 717-4000 **AND** **Santa Clarita Office** 28490 Avenue Stanford Santa Clarita, CA 91355 (661) 702-6262	**El Monte** 4024 N. Durfee Ave. El Monte, CA 91732 (626) 455-4660 **AND** **Pomona Office** 100 W. Second St. Pomona, CA 91766 (909) 868-4321
Palmdale Office 39959 Sierra Hwy Palmdale, CA 93550 (661) 223-4200 **AND** **Lancaster Office** 1150 W Ave. J Lancaster, CA 93534 (661) 951-4107	**Belvedere Office** 5835 Eastern Ave. Commerce, CA 90040 (323) 725-4401 **AND** **Latino Family Preservation Program** 2525 Corporate Place, Suite #150 Monterey Park, CA 91754 (323) 881-1326
Metro North Office 3075 Wilshire Blvd. Los Angeles, CA 90010 (213) 639-4100	**Santa Fe Springs Office** 10355 Slusher Dr. Santa Fe Springs, CA 90670 (562) 903-5000
West LA Office 5757 W. Wilshire Blvd., Ste. 200 Los Angeles, CA 90036 (323) 900-2222 **AND** **Torrance Office** 2325 Crenshaw Blvd. Torrance, CA 90501 (310) 972-3111	**Pasadena Office** 532 E. Colorado Street Pasadena, CA 91101 **AND** **Covina Annex** 1373 E. Center Court Drive Covina, CA 91724
Vermont Corridor Office 8300 Vermont Avenue Los Angeles, CA 90044 (323) 965-7060	**Wateridge Office** 5110 W. Goldleaf Circle Los Angeles, CA 90056 (323) 290-8500
Lakewood Office 4060 Watson Plaza Drive Lakewood, CA 90712 (562) 497-3500	**Compton Office** 921 E. Compton Blvd. Compton, CA 90221 (310) 668-6600

FORM 11

PROSPECTIVE CONTRACTOR'S KNOWLEDGE AND SKILLS QUESTIONNAIRE

Prospective contractor must answer all questions on the Prospective Contractor's Questionnaire to determine whether a prospective contractor meets the qualifications of this RFSQ. Answers must be either typed or word-processed on 8 ½ "x 11" paper, with a maximum margin of 1", in a minimum of 12 point font with a maximum of 15 total pages for this Form.

1. What California law became effective on January 1, 2004 imposing new duties and rights related to the education of dependents and wards in foster care? Please detail the legislative intent of this law.

2. Using this law please address the following issues for these two different cases:

    A. On March 23rd a child is placed into a foster home by DCFS served by the neighboring school district. The child wants to remain in their school of origin. How would you use this law to address this situation?

    B. DCFS does not have the child's current immunizations records and the school is refusing to enroll. How would you use this law to address this situation?

3. Who has the right to make educational decisions for children under the jurisdiction of the Department?

4. If a child is exhibiting behavior problems and struggling academically what steps would you take to meet the needs of the child, what would your recommendations be and how would you advocate and work to help the social worker and family to achieve results from your recommendations?

5. What is (are) the requirement(s) for a child to be placed in a non-public school?

6. What is the definition of an Individualized Education Program (IEP)? Which branch of government provides for special education services and what is the name of the law? List and detail what the six principles of this particular law.

7. Describe the purpose of the IEP meeting and outline what information will be contained within the IEP.

8. Detail the required legal time frames associated with the IEP meeting starting from the request for a special education assessment to the convening of the IEP meeting.

9. What is a suspension from school and what are the legal suspension procedures?

FORM 12

CERTIFICATION OF "NO CONFLICT OF INTEREST"

The Los Angeles County Administrative Code, Section 2.180.010, provides as follows:

CERTAIN CONTRACTS PROHIBITED

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

1. Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;

2. Profit making firms or businesses in which employees described in subdivision 1 of subsection A (above) serve as officers, principals, partners or major shareholders;

3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subdivision 1 of subsection A (above), and who:

   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   b. Participated in any way in developing the contract or its service specification; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A (above), serve as officers, principals, partners or major shareholders.

PROSPECTIVE CONTRACTOR/CONTRACTOR hereby declares and certifies that employee, nor any other person acting on PROSPECTIVE CONTRACTOR/CONTRACTOR's behalf, who developed and/or participated in the preparation of this contract do not fall within the scope of Code Section 2.180.010 as outlined above.

_____ _____

AUTHORIZED SIGNATURE DATE

_____

Name / Title / Name of Company or Organization

FORM 13

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, prospective contractors shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the opening. Additionally, prospective contractors shall attest to a willingness to provide employed GAIN/GROW participants access to the prospective contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Prospective contractor shall complete, sign, and return with their SOQ request this form. Prospective contractor who is unable to meet this requirement shall not be considered for contract award.

Prospective contractor shall complete all of the following information, sign where indicated, and return this form with their SOQ request:

A. Prospective contractor has a proven record of hiring GAIN/GROW Participants.

_____ YES _____ NO (Subject to verification by County)

B. Prospective contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that prospective contractor is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

_____ _____

Name Telephone No.

C. Prospective contractor is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.

_____YES _____NO _____ N/A (program not available)

PROSPECTIVE CONTRACTOR

By: _____

Type or Print Name of Firm

_____

Type or Print Name Type or Print Title

FORM 14

LIST OF PROSPECTIVE CONTRACTOR'S COMMITMENTS

_____
Name of Prospective Contractor

Prospective contractor must provide a list of commitments, and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the prospective contractor's ability to perform the contract. If prospective contractor has no commitments, prospective contractor shall so state.

☐ Yes, there are commitments (please list below).

☐ No, there are no commitments.

LIST OF COMMITMENTS/POTENTIAL COMMITMENTS			
NAME OF FIRM	**AMOUNT**	**TIME PERIOD**	**TYPE OF COMMITMENT**

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

_____
Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the SOQ to the County

_____
Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the SOQ to the County

_____
Date

FORM 15

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

List all contracts completed during the last five years showing year, type of services, dollar amount of services provided, location, contracting agency, and name and phone number of the contact person on the contract. If none, write “NONE” in box number 1.

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFSQ? Yes/No	Location of Service Provided
1.						
Contact Person:	Telephone #: ( )		Fax #: ( )			

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFSQ? Yes/No	Location of Service Provided
2.						
Contact Person:	Telephone #: ( )		Fax #: ( )			

Legal Name of Firm	Name/Contract Number	Year/Length of Contract	Type of Service	Dollar Amt.	Similar Service to this RFSQ? Yes/No	Location of Service Provided
3.						
Contact Person:	Telephone #: ( )		Fax #: ( )			

(Please make additional copies of this form if necessary)

FORM 16

INVOLVEMENT IN LITIGATION AND/OR CONTRACT COMPLIANCE DIFFICULTIES

Check YES or NO on the following questions. If a YES answer is checked, please explain fully the circumstances and include discussion of the potential impact on the program if funded. As part of the project selection process, the County, in its own discretion, may implement procedures to validate the responses made below. The County reserves the right to reject all or part of the SOQ if false or incorrect information is submitted by the applicant.

		YES	NO
1.	Are you currently, or have you been within the past seven years, involved in litigation?	☐	☐
2.	Are you currently, or within the past seven years, involved in litigation related to the administration and operation of a program or organization?	☐	☐
3.	Are you unable to be bonded?	☐	☐
4.	Have there been unfavorable rulings by a funding source against you for improper or contract compliance deficiencies?	☐	☐
5.	Have you ever had public or foundation funds withheld?	☐	☐
6.	Have you ever refused to participate in any fiscal audit or review requested by a government agency or funding source?	☐	☐

_____

Explanation (Use separate page)

_____ _____

Authorized Signature Date

_____

Printed Name

FORM 17

REVENUE DISCLOSURE

_____ Contractor's Name

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

FORM 18

CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Prospective contractor must declare if it holds a controlling interest in any other organization, or is owned or controlled by any other person or organization.

Yes_____ No_____

If yes, provide name of organization or person and the following information:

_____

Print Name and Title Address

_____

Telephone Number Contact Person

I declare under penalty of perjury that that the foregoing Firm/Organization information is true and correct.

_____

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

_____

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date_____

Prospective contractor must declare whether it has Financial Interest in any other business.

Yes_____ No_____

If yes, provide name of business:

_____

Print Legal Name of Business Address

_____

Telephone Number Contact Person

I declare under penalty of perjury that the foregoing Firm/Organization information is true and correct.

_____

Print Name and Title of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

_____

Authorized Signature of Principal Owner, an Officer, or Manager responsible for submission of the SOQ to the County.

Date_____

FORM 19

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

AUTHORIZED SIGNATURE DATE

_____

Name / Title / Name of Company or Organization

FORM 20

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

☐ Not Applicable

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	***APPROVED***	***DISAPPROVED***	***DATE***

FORM 21

ACKNOWLEDGEMENT OF RFSQ RESTRICTIONS

A. Prospective contractor acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFSQ.

B. Prospective contractor understands that if it is determined by the County that the prospective contractor did participate as a consultant in this RFSQ process, the County shall reject this Statement of Qualifications.

_____

Name of Firm

_____

Print Name of Signer | Title

_____

Signature | Date

Section B

Budget

Exhibit A-2

LINE ITEM BUDGET
EDUCATION CONSULTANT SERVICES

Date Prepared _____

Contractor's Name: _____

INCOME	**MONTHLY**	**ANNUAL**
Income for Services	$ _____	$_____
TOTAL ANNUAL INCOME		$_____

DIRECT COSTS	**MONTHLY**	**ANNUAL**
General Liability Insurance	$_____	$_____
Additional Insured Endorsement	$_____	$_____
Waiver of Subrogation	$_____	$_____
Automobile Liability Insurance	$_____	$_____
Personal Automobile insurance	$_____	$_____
Professional Liability Insurance	$_____	$_____
Transportation Expenses	$_____	$_____
Cellular Telephone/Service	$_____	$_____
Email Service	$_____	$_____
Miscellaneous Supplies	$_____	$_____
Miscellaneous Services	$_____	$_____
TOTAL ANNUAL DIRECT COSTS		$_____

INDIRECT COSTS	**MONTHLY**	**ANNUAL**
_____	$_____	$_____
_____	$_____	$_____
_____	$_____	$_____
TOTAL ANNUAL INDIRECT COSTS		$_____

TOTAL ANNUAL DIRECT AND INDIRECT COSTS $_____

TOTAL PROFIT $_____

Section C

Required Attachments

ATTACHMENT A

CONTRACTOR'S ADMINISTRATION

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Cell: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address if different than above:

Address: _____

_____

ATTACHMENT B

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

All prospective contractors responding to this solicitation must complete and return this form for proper consideration.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER:_____

☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is my Local SBE Certification letter issued by the County

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information

All prospective contractors responding to this solicitation must complete and return this form for proper consideration.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:**_____

- ☐ As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ The NAICS Code shown corresponds to the services in this solicitation.
- ☐ Attached is my CCR certification page.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latin	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

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

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor's employees, consultants, Outsourced Vendors and independent sub-Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

Contractor and Contractor's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Program Manager. Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress. The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

ATTACHMENT F

COUNTY OF LOS ANGLES 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 Prospective Contractors, 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 Prospective Contractor is excepted from the Program.

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

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.

Print Name:	Title:
Signature:	Date:

ATTACHMENT F

"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 (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 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 H

EQUAL EMPLOYMENT OPPORTUNITY (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

_____
Print Name and Title

_____ _____
Authorized Signature Date

ATTACHMENT J

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO	N/A
Prospective Contractor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Prospective Contractor engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )	( )
OR			
Prospective Contractor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )	( )

_____ _____
Signature Date

_____
Name and Title (please type or print)

ATTACHMENT L

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

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

Print Name:	Title:
Signature:	Date:

Date: _____

Section D

Last Page of SOQ

LAST PAGE OF SOQ

Respectfully submitted,

By _____

Print Name _____

Date _____

Address _____

City _____

State _____ Zip Code _____

Telephone _____

Federal Tax Identification Number _____

PART E - SELECTION PROCESS AND EVALUATION CRITERIA

1.0 SELECTION PROCESS

The selection process consists of three parts. The first part is a pass or fail determination of responsiveness and responsibility. The second part is a scored substantive evaluation of the SOQ based on responses to the questionnaire. The third part is an oral presentation process to determine final selection for DCFS regional offices based on knowledge of issues related to education, in accordance with Part H, Statement of Work (SOW). However, at any time, an SOQ may be found to be non-responsive and a prospective contractor may be found to be non-responsible.

2.0 PART ONE: PASS OR FAIL DETERMINATION

2.1 Determination of Prospective Contractor Responsiveness

2.1.1 Pursuant to Section 23-601.25 of the California Department of Social Services (CDSS) Manual of Policies and Procedures, a "Responsive Prospective Contractor" means one whose SOQ complies with all requirements of this RFSQ.

2.1.2 County will review and evaluate each SOQ to determine if the prospective contractor complies with requirements of this RFSQ. Any prospective contractor who does not comply with the requirements of this RFSQ may be disqualified and its SOQ eliminated from any further consideration.

2.1.3 County will evaluate each SOQ received to determine if the prospective contractor complies with the requirements of this RFSQ, including format and submission requirements set forth in PART C of the RFSQ. The County, at its sole discretion, may accept SOQs that substantially comply with the requirements of this RFSQ.

2.2 Determination of Prospective Contractor Responsibility

2.2.1 Pursuant to Section 23-601.24 of the CDSS Manual of Policies and Procedures, a "Responsible Prospective Contractor" means one who: 1) Possesses adequate financial resources, or the ability to obtain such resources as required during performance of the contract; 2) Has the ability to comply with the proposed delivery or performance schedule taking into consideration available expertise and any existing business commitments; 3) Has no record of unsatisfactory performance, lack of integrity or poor business ethics, and 4) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

2.2.2 Pursuant to Chapter 2.202 of the County Code, a responsible prospective contractor is one 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.

2.2.2.1 County may determine whether the prospective contractor is responsible based on a review of the prospective contractor's performance on any contracts, including, but not limited to, County contracts.

2.2.2.2 County will review all information provided in the SOQ including, but not limited to: 1) information provided on Form 15, Prospective Contractor's List of Contracts; 2) information provided on Form 16, Involvement in Litigation and/or Contract Compliance Difficulties; and 3) contract records, to determine if a prospective contractor has the ability to comply with the proposed delivery or performance schedule specified in Part H, Statement of Work.

2.2.2.3 County will review information submitted in SOQs and performance data to determine whether a prospective contractor has any record of unsatisfactory performance, lack of integrity, poor business ethics, or is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

2.2.3 Non-responsible Prospective Contractor

County may declare a prospective contractor to be non-responsible for purposes of this Contract if the Board of Supervisors, in its discretion, finds that the prospective contractor has done any of the following: 1) violated a term or condition of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission, which negatively reflects on the prospective contractor's quality, fitness or capacity to perform a contract with the County, and any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission 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.

2.2.4 Intention to Recommend to the Board of Supervisors

If DCFS finds evidence that the highest scored, qualified, prospective contractor is non-responsible, DCFS shall notify the prospective contractor in writing of such evidence relating to the prospective contractor's non-responsibility, and its intention to recommend to the Board of Supervisors that the prospective contractor was found to be non-responsible. DCFS shall provide the prospective contractor, and/or its representative, with an opportunity to present evidence as to why the

prospective contractor should be found to be responsible and to rebut evidence, which is the basis for the department's recommendation.

2.2.5 Recommendation to the Board of Supervisors

If the prospective contractor presents evidence in rebuttal to the department, DCFS will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the prospective contractor shall reside with the Board of Supervisors.

2.2.6 Determination to Evaluate SOQs

Prospective contractors' SOQs that comply with the requirements of this Section 2.0, Part One: Pass or Fail Determination, will be evaluated and scored based on the criteria listed in Section 3.0, Part Two: SOQ Evaluation.

3.0 PART TWO: SOQ EVALUATION

3.1 SOQs that comply with the requirements of this RFSQ, as specified in Part A, Section 6.0, Prospective Contractor's Minimum Requirements, will be evaluated and scored based on the criteria listed below. If prospective contractor is found to be both responsive and responsible in Part One above, their SOQ will be evaluated using the Informed Averaging method of evaluating and scoring, in accordance with County policy.

3.2 The total possible score that an SOQ can receive is **3300 points,** including 300 points for additional credentials, as defined in section 3.2.2. The following will be evaluated and scored:

3.2.1 Knowledge and Skills

SOQs will be scored based on the information provided in response to the Form 11, Prospective Contractor's Knowledge and Skills - Questionnaire, found in Part D, SOQ Submission Packet, Section A, Prospective Contractor's Qualifications, which is designed to determine the prospective contractor's knowledge of the regulations, processes and policies necessary to provide the services specified herein. **The total possible points that an SOQ can receive for this category is 1500 points.**

3.2.2 Additional Credentials

Points will be issued based on the additional credentials described below. **The total possible points that an SOQ can receive for this category is 300 points.**

- The prospective contractor who possesses a current California Pupil Personnel Services Credential with a Child Welfare & Attendance Specialty or a School Psychologist Specialty that can be verified as valid will be given **100 points**.

- The prospective contractor who possesses a current California Special Education Teacher Credential that can be verified as valid will be given **100 points**.

- The prospective contractor who possesses a current California Administrative Services Credential from Pre-school to Adult, that can be verified as valid will be given **100 points**.

4.0 PART THREE: ORAL PRESENTATION

4.1 The COUNTY will conduct oral presentations of qualified prospective contractors to examine their demonstrated knowledge and skills, including, but not limited to, communication skills, personal demeanor, and the ability to respond to instructions and resolve problems. **The total possible points that an SOQ can receive for this category is 1500 points.**

4.2 The oral presentation will consist of ten questions related to education topics that may include the following:

• AB 490 (Ensuring Educational Rights and Stability for Foster Youth);
• Accumulation of school records and transcripts;
• School attendance and enrollment;
• Expulsion and suspension due process criteria;
• Social development;
• Non-public school issues;
• Special education;
• Student Study Team (SST);
• Individual Education Plans (IEPs);
• Early education programs;
• California High School Exit Exam; and
• Remedial and enrichment education.

4.3 All prospective contractors whom the County has determined to be responsive and responsible and have earned a total score of **2200** points, or above, as a result of the Part Two, SOQ Evaluation, and Part Three, Oral Presentation, process will be placed on a list of qualified prospective contractors.

4.4 Qualified prospective contractors will be contacted, beginning with the highest-scored qualified prospective contractor when the need for services becomes available at a DCFS office. Upon acceptance of a DCFS office assignment, the prospective contractor will be recommended for a contract award based on delegated authority by the Board of Supervisors.

5.0 NOTIFICATION OF AWARD

5.1 Prospective contractor will be notified in writing of the final selection.

5.2 The winning prospective contractor shall be prepared to enter into a contract with the County, which will be substantially the same as the Sample Contract, Statement of Work, Exhibits, and Attachments included in the RFSQ.

5.2.1 Notwithstanding the above, County reserves the right to change final terms and conditions, deemed to be in the best interest of the County, that do not affect the basis of the contract award.

5.3 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.

5.4 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the prospective contractor(s), which by law must exercise its judgment and discretion concerning the selection of SOQs and the terms of any resultant Contract.

6.0 FORMAL APPROVAL OF CONTRACT

6.1 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of an SOQ and the terms of any resultant contract, and to determine which SOQ(s) best serve(s) the interests of the County.

6.2 The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract that has been recommended by the department.

6.3 Acceptance or recommendation of an SOQ does not constitute formation of a contract. A contract can be created only by formal approval by the Board of Supervisors and executed according to law.

7.0 SELECTION PROCESS DISCLAIMER

7.1 The County reserves the sole right to judge the contents of the SOQs submitted pursuant to this RFSQ and to review, evaluate, and select the successful SOQ(s).

7.2 County reserves the right to waive, at its sole discretion, any inconsequential disparity or disparities in a submitted SOQ.

7.3 The failure of a prospective contractor to promptly supply information in connection with the selection process may be grounds for disqualification at the County's sole discretion.

PART F – PROTEST POLICY TRANSMITTAL FORMS

TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantage for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Vendor:_____

TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

A Request for a Disqualification Review must be received by the County by the date specified in the Non-Responsive Letter

Vendor Name:	Date of Request:
Project Title:	Project No.

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that this request must be received by the County by the **date specified in the Non-Responsive Letter.**

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue that was stated in the Disqualification Letter.

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Request Due:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor: _____

TRANSMITTAL FORM TO REQUEST AN RFSQ PROPOSED CONTRACTOR SELECTION REVIEW

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

The above-referenced vendor, a proposer with respect to the above-referenced solicitation, is requesting a **Proposed Contractor Selection Review** based on the assertions shown below. Vendor understands that this request **must be received** by the County within five (5) days of the Debriefing Meeting.

Vendor asserts that the vendor's response to the solicitation should have been determined to be the highest-scored proposal because of one or more of the following reason(s):

- ☐ Department materially failed to follow procedures specified in its solicitation document
- ☐ Department made identifiable mathematical or other errors in evaluating proposals
- ☐ A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- ☐ Another basis for review as provided by state or federal law, explain below:

_____

Vendor must provide detailed factual support for each reason checked above. The support must be sufficiently detailed to demonstrate that, but for the reasons checked above, the vendor would have been the highest-scored proposer. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's proposal and/or with respect to the recommended proposer's proposal. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date of Debriefing Meeting:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor:

TRANSMITTAL FORM TO REQUEST A COUNTY REVIEW PANEL

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.

For the reasons stated in the above-referenced vendor's Transmittal Form to Request a Proposed Contractor Selection Review (PCSR) and any permissible additional reasons stated below, the vendor is requesting a County Review Panel. Vendor understands that this request must be received by the County by the **date specified in the department's response to the vendor's PCSR**.

In addition to the reasons stated in the vendor's PCSR, the vendor asserts that the vendor's response to the solicitation should have been determined to be the highest-scored proposal because of one or more of the following reason(s):

- ☐ Department materially failed to follow procedures specified in its solicitation document
- ☐ Department made identifiable mathematical or other errors in evaluating proposals
- ☐ A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- ☐ Another basis for review as provided by state or federal law, explain below:

_____

Vendor understands that these additional reasons will only be considered at the County Review Panel Meeting if the vendor demonstrates that these additional reasons arose out of the department's response to the vendor's PCSR.

Vendor must provide detailed factual support for each additional reason checked above. The support must be sufficiently detailed to demonstrate that (i) but for the additional reasons checked above, the vendor would have been the highest-scored proposer and (ii) such additional reasons arose out of the department's response to the vendor's PCSR. Provided the other criteria specified in this Transmittal Form are satisfied, the vendor may include assertions with respect to the vendor's proposal and/or with respect to the recommended proposer's proposal. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Vendor further understands that **only the items referenced in** this Transmittal Form will be considered at the County Review Panel Meeting. Vendor has included all documents and other material needed to support the assertions.

Please check one:

- ☐ I will have legal counsel at the County Review Panel Meeting
- ☐ I will *not* have legal counsel at the County Review Panel Meeting

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date Request Due: _____

Reviewed by:

Date request submitted to the CEO to convene a Panel:

Date of County Review Panel Meeting:

Date report due from Panel:

Date report sent by Department to Vendor: _____

Results of Panel Report: ☐ Protest Denied ☐ Protest Valid
Comments:

_____

_____

_____

_____

SAMPLE CONTRACT

EDUCATION CONSULTANT SERVICES CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

_____

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

_____ 2012

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EDUCATION CONSULTANT SERVIES CONTRACT

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EDUCATION CONSULTANT SERVICES CONTRACT

Education Consultant Services (hereinafter referred to as "Contract").

This Contract is made and entered into this ___ day of _____2012, by and between

County of Los Angeles
hereinafter referred to as "COUNTY"

and

_____
hereinafter referred to as "CONTRACTOR."

RECITALS

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

WHEREAS, the COUNTY has determined that the services to be provided under this Contract are of an extraordinary, professional nature**;** and

WHEREAS, the CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

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

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract 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 Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, "Changes and Amendments" and signed by both parties.

1.2 Exhibits A, A-1, A-2 and B (Attachments A, B, C, D, E, F, G, H, I, J, K and L) are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence in the following order: 1) Contract, 2) Exhibit A, Statement of Work, and 3) Exhibits B, Attachments.

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. "Assembly Bill 490 (Ensuring Educational Rights and Stability for Foster Youth)" or "AB 490" – Refers to the act by the California Legislation, which took effect January 1, 2004, that amended Sections 48645.5, 48850, 49069.5, and 49076 of, added Sections 48853 and 48853.5 to, the Education Code, and amended Sections 361, 726, and 16000 of the Welfare and Institutions Code, relating to minors.

B. "California High School Exit Exam" or "CAHSEE – means the examination authorized by California State law in which students in California public schools would have to pass to earn a high school diploma beginning in the 2005-06 school year.

C. "Chief Executive Office" or "Chief Executive Officer" - means the office/position established to assist the Board of Supervisors in handling administrative details of the County.

D. “Children’s Social Worker” or “CSW”– means an employee of Department of Children and Family Services (DCFS) who performs a wide range of professional casework services for children and families receiving services from DCFS. For purposes of this contract, this shall also include the “Supervising Children’s Social Worker” or “SCSW”.

E. “Contract” – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

F. “CONTRACTOR” – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

G. “COUNTY” – means the County of Los Angeles and includes the Department of Children and Family Services.

H. "COUNTY's Board of Supervisors" - means the governing body of the County of Los Angeles.

I. “COUNTY’s Program Manager” – means the COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

J. “Day” or “Days” – means, whether singular or plural, whether with initial letter capitalized or not, calendar day(s) and not business or workday(s), unless otherwise specifically stated.

K. “DCFS” – means COUNTY’s Department of Children and Family Services.

L. “Director” - means COUNTY’s Director of the Department of Children and Family Services or his or her authorized designee.

M. “Fiscal Year(s)” - means the 12 month period beginning July 1st and ending the following June 30th.

N. “Local Educational Agency” or “LEA” - means a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for such combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary or secondary schools.

O. “Maximum Contract Sum” - means the total amount to be paid under this contract.

P. “Participant” - means a person who partakes of the services the CONTRACTOR is obligated to perform for COUNTY under this contract.

Q. “Program” - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

2.0 TERM

2.1 The term of this Contract shall commence on _____or the date of execution by the COUNTY’s Board of Supervisors, whichever is later, and shall expire on _____, or one year from the date of execution by the COUNTY’s Board of Supervisors, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

2.2 The COUNTY shall have the sole option to extend the Contract term for _____ for a maximum total Contract term of _____years. Each such option to extend shall be exercised at the sole discretion of the Director, by Amendment or written notice to the CONTRACTOR, provided that approval of the COUNTY’s Chief Executive Office (CEO) is obtained prior to any such extension.

2.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

2.4 CONTRACTOR shall notify COUNTY when this Contract is within six months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY’s Program Manager at the address herein provided in Attachment I, COUNTY’s Administration.

2.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six months beyond _____, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

3.0 CONTRACT SUM

3.1 The Maximum Annual Contract Sum is _____ ($_____). The Maximum Contract Sum of the optional second and third years of the Contract is _____ ($_____). The Maximum Contract Sum for the three year term of the Contract is _____ Dollars ($_____).

3.2 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, for the services set forth in Exhibit A, Statement of Work, in accordance with Part I, Section 5.0, Invoices and Payments, of this Contract.

3.3 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

3.4 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

3.5 CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Attachment I, COUNTY's Administration.

3.6 CONTRACTOR has prepared and submitted to COUNTY a Line Item Budget, hereinafter referred to as "Budget," segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR. 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 A-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Contract Sum, or a reallocation of the Budget, or a

material, change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY's Program Manager for approval.

3.7 Time is of the essence with regard to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 4.1 and 4.2 of this Contract, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

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

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of

Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any COUNTY required endorsement forms.

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

Certificates and copies of required endorsement shall be sent to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

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

4.1.2 Additional Insured Status and Scope of Coverage**:** The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4.1.3 Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, CONTRACTOR's insurance policies shall provide, and Certificates shall specify, that COUNTY shall receive not less than 30 days advance written notice by mail of any cancellation of the Required Insurance. Ten days prior notice may be given to COUNTY in event of cancellation for non-payment of premium.

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

4.1.5 Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A-VII unless otherwise approved by COUNTY.

4.1.6 CONTRACTOR's Insurance Shall Be Primary: CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

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

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

4.1.9 Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR

understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

4.1.10 Application of Excess Liability Coverage: CONTRACTORs may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

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

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

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

4.2 Insurance Coverage Requirements:

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

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

4.2.2 Personal Automobile insurance, covering the CONTRACTOR against liability to others for bodily injury or property damage arising out of ownership, maintenance, or use of the CONTRACTOR's automobile(s). Such insurance shall provide liability coverage limits no less than those required by law. In addition, CONTRACTOR will purchase non-owned and hired auto insurance combined with their General Liability policy with limits not less than $1 Million per occurrence. Personal Automobile coverage must not include any exclusion for any business use of CONTRACTOR's vehicle(s).

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

5.0 INVOICES AND PAYMENTS

5.1 For work performed in accordance with the terms of this Contract and Statement of Work, and as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit A-2, Line Item Budget, and in the format prescribed by the COUNTY (i.e., employee benefits, supplies and expenses, equipment, travel and indirect costs). CONTRACTOR shall be paid only for work performed as specified in the Contract and any amendments thereto.

5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered. Any invoice submitted more than 30 days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than 60 days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR's final invoice.

5.3 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five percent of the Maximum Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of CONTRACTOR's approved Budget. CONTRACTOR shall request COUNTY's approval in writing for line item budget reallocations above the five percent maximum. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed to the COUNTY's Program Manager.

5.4 Whether or not federal dollars will be used to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this

Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, 133. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars which are available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html

5.5 CONTRACTOR shall submit the original monthly invoice to the DCFS Accounting Division and one copy to the COUNTY's Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Division, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Patricia Armani, Program Manager
425 Shatto Place, Room 310
Los Angeles, CA 90020

5.6 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of the properly prepared invoices by the COUNTY.

5.7 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 Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the County Auditor-Controller.

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. Any overpayment received by

CONTRACTOR, as determined by COUNTY's Program Manager or designee, shall be returned to COUNTY by CONTRACTOR within 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due to CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 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 Suspension and Withholding of Payment: In addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.

6.0 BACKGROUND AND SECURITY INVESTIGATIONS

6.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the background investigation.

6.2 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.

6.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

6.4 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 Contract when such information becomes known to CONTRACTOR.

6.5 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 crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.0 CONFIDENTIALITY

7.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

7.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment C, “Contractor Acknowledgement and Confidentiality Agreement.”

7.4 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

7.5 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR’s attention, and that includes unauthorized access to CONTRACTOR’s computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR’s or COUNTY’s Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

7.6 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 7.7, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 7.7 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

7.7 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 MPP Division 19.

8.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

8.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.3 CONTRACTOR shall not 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 certification or denial of certification of any entity as a Local Small Business Enterprise.

8.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the

information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

8.4.1 Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

8.4.2 In addition to the amount described in Sub-Section 8.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

8.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

8.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

9.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2 COUNTY's Board of Supervisors finds that it is of benefit to the County of Los Angeles to promote and facilitate transitional job opportunities for individuals who are homeless and other individuals who have been out of work for an extended period of time. Individuals who have not worked for an extended period of time face considerable barriers when trying to re-enter the workforce. Transitional employment provides people who are the hardest to employ with opportunities to develop job and social skills that are necessary to succeed in the workplace.

9.3 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.4 CONTRACTOR shall not 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 certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.5 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

9.5.1 Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;

9.5.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

9.5.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.6 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit B, Attachment A, CONTRACTOR's Administration. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment A COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Manager

2.1.1 The responsibilities of the COUNTY's Program Manager include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Meeting with CONTRACTOR's Program Director on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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

2.1.3 The COUNTY Program Manager is responsible for overseeing the day-to-day administration of this Contract.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT AND DELEGATION

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims which the CONTRACTOR may have against the COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material

breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

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

7.0 CHANGES AND AMENDMENTS

7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.

7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.3 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the

Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.

7.4 The DCFS Director may sign an Amendment to this Contract without further action by the County's Board of Supervisors only under the following conditions as applicable:

7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

7.5 The Director of DCFS or designee, may extend the Contract for an additional six months by written notification, if necessary, to complete a solicitation for a new contract. Approval of County Counsel must be obtained prior to execution of such extension.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 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.

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

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

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

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

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

9.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Part II, Sub-Section 9.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to

Part II, Section 52.0, Termination for CONTRACTOR's Default, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

10.0 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 B, Attachment B.

11.0 COMPLAINTS

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

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

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. 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.

12.1.1 CONTRACTOR acknowledges that this Contract 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 92.36, et seq.

12.1.2 For contracts over $10,000, 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).

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

12.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 12.3 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the

preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

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

14.1 Written Employee Jury Service Policy

14.1.1 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 (Section 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.

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

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “Contractor” or if CONTRACTOR no longer qualifies for an exception to the Jury Service 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 Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that CONTRACTOR continues to qualify for an exception to the Program.

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

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including, but not limited to, performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 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 Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

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

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, 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. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

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

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment D, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)

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

21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

21.1 A responsible contractor is one 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.

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

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

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

21.5 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 tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

21.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the County's Board of Supervisors. The County's Board of Supervisors shall

have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

21.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.

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

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

21.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

21.10 A registry of Debarred Contractors for Los Angeles County, State and federal agencies may be obtained by going to the following websites:

- County: http://lacounty.info/doing_business/DebarmentList.htm
- State: http://www.dir.ca.gov/dlse/debar.html
- Federal: http://www.epls.gov/epls/search.do?multiName=true

22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

23.0 CONTRACTOR'S WORK

22.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

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

24.0 COUNTY'S QUALITY ASSURANCE PLAN

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

25.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

25.1 <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>: Contractor acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and

unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

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

25.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this agreement, failure of Contractor to cure such default within ten calendar days of notice shall be grounds upon which COUNTY may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

26.0 EMPLOYEE BENEFITS AND TAXES

26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

26.2 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 Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

27.1 CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

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

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 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

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

28.2 Default for Insolvency

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

28.2.1 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;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

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

28.3 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.

29.0 FAIR LABOR STANDARDS

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

30.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract 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 Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

31.0 FORMER FOSTER YOUTH CONSIDERATION

31.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, 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:

County of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
3530 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
FAX: (213) 637-0036

31.2 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).

31.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

32.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

33.0 INDEMNIFICATION

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

34.0 INDEPENDENT CONTRACTOR STATUS

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

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

34.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

34.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to, "CONTRACTOR's Employee Acknowledgement and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to "CONTRACTOR's Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

35.0 LIQUIDATED DAMAGES

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

35.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

b) Deduct liquidated damages. If the parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated

damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

c) Upon giving five days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

35.3 The action noted in Sub-section 35.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

35.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 35.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

36.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

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. (There are underscores in the address between the words 'doing business' and 'main db'.)

37.0 MOST FAVORED PUBLIC ENTITY

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

38.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

38.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

38.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit B, Attachment H Contractor's Equal Employment Opportunity (EEO) Certification.

38.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

38.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.

38.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

38.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

38.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State anti-discrimination laws or regulations shall

constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

38.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

39.0 NON EXCLUSIVITY

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

40.0 NOTICE OF DELAYS

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

41.0 NOTICE OF DISPUTE

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

42.0 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 B, Attachment E.

43.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to

the parties as identified in Attachment A CONTRACTOR's Administration and Attachment I, COUNTY's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

44.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

45.0 PROPRIETARY RIGHTS

45.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, 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.

45.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification 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 Contract, 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 Contract, 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.

45.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."

45.4 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 Act request for items described in Sub-Section 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

45.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 45.4 for:

45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 45.3;

45.5.2 Any materials, data and information covered under Sub-section 45.2; and

45.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

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

45.7 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.

45.8 The provisions of Sub-sections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this Contract.

46.0 PUBLIC RECORDS ACT

46.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the

solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

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

47.0 PUBLICITY

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

47.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

46.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Program Manager. The COUNTY shall not unreasonably withhold written consent.

47.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

48.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

48.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or 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 Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and 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 or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. 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, Section 23-353.

48.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

48.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

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

48.6 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

49.0 RECYCLED-CONTENT PAPER

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

50.0 SAFELY SURRENDERED BABY LAW

50.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent

position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

50.2 Notice to Employees Regarding the Safely Surrendered Baby Law

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

51.0 SHRED DOCUMENT

51.1 CONTRACTOR shall ensure that all confidential documents and papers, as defined under state law (including, but not limited to Welfare and Institutions Code section 10850) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents and papers. All documents and papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents and papers are to be recycled.

51.2 Documents for record and retention purposes in accordance with Section 48.0 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five years.

52.0 SUBCONTRACTING

The CONTRACTOR shall not subcontract the requirements of this Contract. Any attempt by the CONTRACTOR to subcontract may be deemed a material breach of this Contract.

53.0 TERMINATION FOR CONTRACTOR'S DEFAULT

53.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:

53.1.1 CONTRACTOR has materially breached this Contract;

53.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

53.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

53.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 53.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

53.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 53.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms “Subcontractor” and “Subcontractors” mean Subcontractor(s) at any tier.

53.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 53.3, the rights and

obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 54.0, Termination for Convenience.

53.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 53.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 53.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

53.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 33.0, Indemnification.

53.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR CONVENIENCE

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

54.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

54.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

54.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

54.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 48.0, Record Retention and Inspection/Audit Settlement.

55.0 TERMINATION FOR IMPROPER CONSIDERATION

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

55.2 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 (800) 544-6861.

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

56.0 TERMINATION FOR INSOLVENCY

56.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

56.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the

CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

56.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

56.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

56.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

56.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

58.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

59.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract 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 Contract 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.

60.0 VALIDITY

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

61.0 WAIVER

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

62.0 WARRANTY AGAINST CONTINGENT FEES

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

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

62.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY's Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By: _____
Philip L. Browning, Director
Department of Children and Family Services

CONTRACTOR

By: _____

Name: _____

Title: _____

Tax I. D. Tax ID on file

APPROVED AS TO FORM:
JOHN KRATTLI, ACTING COUNTY COUNSEL

BY: _____
David Beaudet, Senior Deputy County Counsel

PART H

County of Los Angeles
Department of Children and Family Services

EDUCATION CONSULTANT SERVICES

EXHIBIT A: STATEMENT OF WORK

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
EDUCATION CONSULTANT SERVICES
STATEMENT OF WORK

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STATEMENT OF WORK

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County's Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

PART A - INTRODUCTION

1.0 OVERVIEW

1.1 The role of the CONTRACTOR shall be that of an education consultant to advocate on behalf of foster children and consult with, assist, and provide training to DCFS Children's Social Workers (CSWs) and caregivers about issues related to education.

1.2 The Program's objective is to provide Education Consultant Services to each Regional Office of the Department of Children and Family Services (DCFS) to serve as a consultant and education resource person to CSWs, and to advocate on behalf of foster children and youth.

2.0 DEFINITIONS

2.1 The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

2.1.1 "Assembly Bill 490-Ensuring Education Rights and Stability for Foster Youth (AB 490)" – is the act by the California Legislation, which took effect January 1, 2004, that amended Sections 48645.5, 48850, 49069.5, and 49076 of, added Sections 48853 and 48853.5 to, the Education Code, and amended Sections 361, 726, and 16000 of the Welfare and Institutions Code, relating to minors.

2.1.2 "California English Language Development Test (CELDT)" - is the test administered by California school districts that measures how well a student can listen, speak, read, and write in English. Any student who lives in a home where a language other than English is spoken must take the test within 30 calendar days after enrolling in a California public school for the first time. California state law requires that the CELDT be given each year to English Learners (students who do not speak English fluently). The purpose of this test is to: 1) identify new students in kindergarten through grade 12 who are English Learners; 2) monitor student progress in learning English; and 3) help decide when a student is fully proficient in academic English.

2.1.3 "California High School Exit Exam" or "CAHSEE – is the examination authorized by California State law in which students in California public schools would have to pass to earn a high school diploma beginning in the 2005-06 school year.

2.1.4 "Children's Social Worker (CSW)" – is the Social Worker employed with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.

2.1.5 "241.1- CSW" - is the DCFS Children's Court CSW who serves as the liaison between Probation/Delinquency Court and DCFS/Dependency Court, the Department of Mental Health (DMH), the DCFS Education

Consultants and other involved parties throughout the 241.1 Multi-Disciplinary Team (MDT) process. They coordinate, schedule and facilitate the MDT meetings between all disciplines involved and provide support to the case-carrying CSW.

2.1.6 “Corrective Action Plan” - is the written plan to correct Contract performance deficiencies that is prepared by the CONTRACTOR and submitted in response to the COUNTY Program Manager addressing such deficiencies with CONTRACTOR. The COUNTY Program Manager may prepare a Corrective Action Plan, or any written plan to correct Contract performance deficiencies if CONTRACTOR does not submit a Corrective Action Plan.

2.1.7 "COUNTY Program Manager" (CPM) – is the COUNTY representative responsible for daily management of the Contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

2.1.8 “Court Minute Order” - is the document on which the Clerk of the Court records the findings and orders of the court from a specific court hearing. The official record of the orders and findings made by the court.

2.1.9 “Child Welfare Services/Case Management System (CWS/CMS)” - is the state-wide database management system that enables California’s child welfare services workers, including DCFS’ CSWs and key administrators, to electronically record and retrieve client information.

2.1.10 “Delinquency Court Hearing” - is the hearing that is conducted by Delinquency (Juvenile) Court regarding a delinquent child’s case. Such child may be under the jurisdiction of DCFS.

2.1.11 “Documentation and Assessment Meeting” - is the meeting in which the members of the Multidisciplinary Team (MDT) convene to share information from their discipline about the youth to make informed decisions and appropriate recommendations to the Delinquency Court regarding the youth’s case. Members of the MDT include the 241.1 CSW, the youth’s Deputy Probation Officer (DPO), the youth’s CSW, the DCFS Education Consultant, a DMH representative, and the minor’s attorney may attend to provide information but will be asked to leave before discussions begin.

2.1.12 “Education Assessment” - is the written comprehensive report detailing the youth’s academic history and education status, including a review of the youth’s school records including transcripts and/or report cards, attendance/discipline/behavior records, standardized testing scores, CELDT scores, any special education assessments and/or Individualized Education Program (IEP), California High School Exit Exam (CAHSEE) results and interviews with the youth, school personnel, parent, caregiver, and CSW, if appropriate. If the youth is high school age, the number of credits successfully completed should be included as well as a statement indicating if the youth is on-track to graduate. In addition, a

recommendation as to what actions the youth will need to take in order to graduate from high school, receive a GED, or a certificate of completion. The CONTRACTOR prepares this report in response to an Education Consultant Referral or a 241.1 MDT Referral. The Education Assessment for the 241.1 MDT meeting is submitted to DCFS 24 hours in advance of the Documentation and Assessment Meeting. The Contractor will then attend the Documentation and Assessment and present the findings

2.1.13 "Education Case Plan" - is the plan developed by CONTRACTOR through the Education Assessment to address the youth's academic strengths and remediate deficiencies to strive for education progress and grade level success.

2.1.14 "Education Consultant Services" - is the program designed to assist CSWs and/or caregivers with the more challenging education issues faced by DCFS youth. The service is referral-based from the CSW to the education professional housed at each DCFS Regional Office. The program's objective is to correct deficiencies and raise the academic standing of foster youth. The program includes education experts as contractors to provide consultation and training to the CSWs and advocacy on behalf of the foster youth.

2.1.15 "Education Liaison for Foster Youth" – is the person assigned by a Local Educational Agency whose duties include but are not limited to ensuring proper education placement, school enrollment and checkout from school and assisting with the transfer of grades, credits, and records when there is a school change.

2.1.16 "Health and Education Passport" - is the summary of the foster child's health and education information contained in a case plan as mandated by WIC 16010.

2.1.17 "Holder of Education Rights" - is the parent or legal guardian who is legally responsible to make decisions for the child related to the child's school and education. In cases of legal separation, divorce, or child custody matters, the legal custody status must be reviewed to determine if one or both of the parents hold the education rights. In the event that the parent or legal guardian cannot meet this legal responsibility, then the court can order that the parent or legal guardian's education decision-making rights be limited and the court will assign the rights to another adult.

2.1.18 "Individualized Education Program (IEP)" - is both the meeting and document that sets forth what services a child found to be eligible for special education is to receive. It is developed by a team of education professionals and school psychologists and the child's parent(s) or Holder of Education Rights must attend the meeting and sign the IEP document authorizing its implementation. The IEP is reviewed and updated yearly and/or as needed, and documents the child's status and progress.

2.1.19 “Local Educational Agency (LEA)” - is the public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for such combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary or secondary schools.

2.1.20 “Multidisciplinary Team (MDT)”. Is the group of individuals, each trained in a different profession or service discipline, who are called together to draw upon their collective experience and training to address a mutual client or issue.

2.1.21 “Non-Public School (NPS)” - is the private, nonpublic, nonsectarian school that enrolls individuals with exceptional needs pursuant to an Individualized Education Plan (IEP). It must be certified by the Department of Education and meet certain standards set by the Superintendent and Board of Education. EC 56034 These schools provide an environment to help youth that are struggling academically, behaviorally and socially.

2.1.22 “Post-Disposition Meeting” - is the planning meeting to discuss how the case plan ordered by the court will be specifically implemented. Participants may include, but are not limited to, the youth’s CSW, DPO, the MDT CSW, the youth, the caregiver and/or parent, the CONTRACTOR, the youth’s therapist, a school representative, anyone else identified by the youth as a community support person, and any other relevant individuals. Each member involved with the implementation of the case plan should know exactly what is expected of them by the end of the meeting.

2.1.23 “Re-assessment Meeting” - is the meeting that occurs when a youth who is already on probation, picks up another petition or has a change in status that requires the team to gather and discuss the circumstances of the case. The discussion is about whether the current probation remains appropriate, and whether changes in services provided, in placement, or in probation status are necessary. At the meeting, a youth’s school performance and behavior at school is part of the overall discussion. As issues arise or changes occur, a child’s progress and status are reconsidered and adjustments are planned to remedy or assist with areas that need improving.

2.1.24 “School of Origin” - is the school in which the child was enrolled at the time of detention or where the child has a connection.

2.1.25 “Special Education” – is the system of services and supports designed to meet the specific learning needs of a child with a disability. EC 56031

2.1.26 “Student Study or Success Team (SST)” - an intervention meeting on a school campus made up of teachers, administrators, parents or caregivers and the student to address challenges faced by the student with academics,

behavior or attendance. The participants will work with the youth's strengths to address his/her deficiencies.

2.1.27 "Team Decision Making (TDM) Meeting" - is the multidisciplinary team process used as a collaborative effort between the family, youth, community members, caregivers, child and family service providers, CSWs, and other DCFS staff, in the decision making process regarding a child's removal, placement and reunification, and to assist the family in identifying local supports that could help reduce stresses and improve family life.

3.0 COUNTY'S GENERAL RESPONSIBILITIES

3.1 COUNTY will appoint a COUNTY Program Manager (CPM) who is responsible for ensuring that CONTRACTOR meets or exceeds program objectives and requirements. The CPM is authorized to:

3.1.1 Provide overall coordination between CONTRACTOR and COUNTY;

3.1.2 Monitor CONTRACTOR's Contract performance;

3.1.3 Provide relevant information regarding DCFS policy, information and procedures.

3.2 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

3.3 The CPM is identified in this Statement of Work and in Attachment I.

4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

4.1 CONTRACTOR is an independent entity contracted as a consultant, education resource person, and advocate to address the education needs of children under the supervision of the Department of Children and Family Services.

4.1.1 CONTRACTOR is not an employee of the COUNTY for any purpose whatsoever.

4.1.2 CONTRACTOR does not have and will not acquire any rights or benefits of any kind from the COUNTY by virtue of their performance of work under this Contract.

4.1.3 CONTRACTOR does not have, and will not acquire, any rights or benefits from the County of Los Angeles pursuant to this Contract and any contract between any person or entity and the COUNTY.

4.1.4 CONTRACTOR shall not utilize any employee or subcontractor to perform any work under this Contract without prior written approval from the COUNTY.

4.2 CONTRACTOR must have, at minimum, a Bachelor's degree from an accredited college/university, and shall comply with the minimum requirements to qualify for a contract. CONTRACTOR must also meet the following requirements at the time this Contract is executed:

4.2.1 Must have held a valid California Teaching credential for at least three consecutive years within the last five years, plus have been teaching, counseling or providing services equivalent to or similar to the services described herein for two consecutive years; **-or-**

4.2.2 Must possess a California Administrative Credential that is current, valid and has been in effect for at least three consecutive years, plus have been an education administrator, teacher, counselor, or providing services equivalent or similar to the services described herein for two consecutive years; **-or-**

4.2.3 Must have a Master's Degree in the field of Education with at least 5 years experience as an administrator, psychologist or counselor in programs for children and 5 years experience in providing education advocacy for children.

4.3 CONTRACTOR is not required to maintain active education credentials during the term of this Contract.

4.4 In their professional judgment, CONTRACTOR shall apply the Education Code, Welfare and Institutions Code, and Penal Code, and any legislative changes impacting the education of foster children, as related to the education issues addressed in this Contract.

4.5 In their professional judgment, CONTRACTOR shall apply Special Education laws and regulations, including an ability to advocate for foster children who are in need of Special Education Services.

4.6 CONTRACTOR shall be available to provide services at a designated DCFS Regional Office within Los Angeles County.

4.7 CONTRACTOR shall promptly respond to DCFS Regional Office assignments as provided by the CPM.

4.8 CONTRACTOR shall be available to provide coverage at other DCFS Regional Offices, when requested by the CPM.

4.9 The CPM may, at his/her sole discretion, change CONTRACTOR's designated DCFS Regional Office.

4.10 CONTRACTOR shall be available to travel throughout the County of Los Angeles and neighboring counties, when performing the work described in this Contract, and must provide his/her own transportation:

4.10.1 CONTRACTOR shall have a valid California Driver's License and own, or have access to, a street-legal motor vehicle or other means of transportation, as deemed appropriate for this Contract.

4.11 CONTRACTOR shall provide the services specified herein and be available to authorized COUNTY personnel during normal work hours, which generally are 8:00 A.M. to 6:00 P.M., Monday through Friday, except COUNTY holidays, or as directed by the CPM.

4.12 CONTRACTOR shall not perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair CONTRACTOR's physical or mental performance.

4.13 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.

4.14 Should issues emerge regarding CONTRACTOR's performance under this Contract, CONTRACTOR shall work with the CPM to quickly resolve such issues.

4.14.1 CONTRACTOR shall respond within 24 hours to all calls and/or reports regarding CONTRACTOR's performance.

4.14.2 CONTRACTOR shall immediately respond to the CPM's written, emailed, or telephonic request to address Contract performance issues, and shall be available to attend such meetings or discussions as scheduled by the CPM.

4.14.3 CONTRTACTOR shall respond to the CPM's request for a written Corrective Action Plan to resolve Contract performance issues.

4.14.4 CONTRACTOR shall work with the CPM to resolve any potential areas of Contract difficulties before problems occur.

4.14.5 Any Contract performance issues may also be addressed by other COUNTY officials as necessary.

4.15 CONTRACTOR must be able to read, write, speak, and understand English.

4.16 CONTRACTOR must provide, to the CPM's satisfaction, security background investigation for all staff performing work under this Contract in order to be deemed qualified.

4.16.1 CONTRACTOR shall immediately report to the CPM any requests for work beyond the scope of this Contract, which is received from DCFS Regional Office staff or from any other COUNTY official.

5.0 SCOPE OF WORK

5.1 CONTRACTOR shall advocate on behalf of foster children and consult with, assist, and provide training to DCFS Children's Social Workers (CSWs) and

caregivers about issues related to education. CONTRACTOR shall advocate on behalf of foster children. CONTRACTOR's services shall consist of, but are not limited to, the following:

5.1.1 CONTRACTOR shall represent and articulate the education interests of children with school personnel, including, but not limited to, the Education Liaison for Foster Children.

5.1.2 CONTRACTOR shall respond to work requests from the CPM;

5.1.3 CONTRACTOR shall provide immediate services for a child and/or caregiver upon receipt of an appropriate referral.

5.1.4 CONTRACTOR shall obtain school records to be included in the Health and Education Passport and child's case file.

5.1.5 CONTRACTOR shall advocate for referred children to receive an appropriate education and services in the least restrictive education environment and, if it is in the child's best interest, remain in the School of Origin.

5.1.6 CONTRACTOR shall provide community-based after-school resource information as arranged by CPM.

5.1.7 CONTRACTOR shall participate in training curricula development and presentations on education related issues to CSWs, caregivers, and other professionals collaborating with COUNTY, as arranged by the CPM.

5.1.8 CONTRACTOR shall never, under any circumstances whatsoever, have unsupervised, one-on-one, in-person contact with any DCFS foster youth.

6.0 TARGET POPULATION

6.1 CONTRACTOR shall provide the services specified herein to CSWs and authorized DCFS staff on behalf of the target population indicated below, and at the following DCFS regional offices:

- Lancaster and Palmdale in Service Planning Area (SPA) 1;
- San Fernando Valley, West San Fernando and Santa Clarita in SPA 2;
- El Monte, Covina Annex, Pasadena, Glendora, and Pomona in SPA 3;
- Metro North in SPA 4;
- West Los Angeles in SPA 5;
- Compton, Compton West, Vermont Corridor, and Wateridge in SPA 6;
- Belvedere and Santa Fe Springs in SPA 7; and
- Lakewood and Torrance in SPA 8.

6.2 The targeted population includes, but is not limited to, the following:

6.2.1 Children under the supervision of DCFS throughout the County of Los Angeles; or

6.2.2 Children who have been appropriately referred for service interventions;

6.2.3 Children who need immediate enrollment in school;

6.2.4 Children who are in the suspension, expulsion, and/or opportunity transfer process;

6.2.5 Children needing the collection of school records and an assessment of education needs;

6.2.6 Children who have changed placement and need partial academic credit for coursework satisfactorily completed as calculated for high school graduation; and

6.2.7 Children needing case consultation services, including special education school and after school services.

6.2.8 Youth who are involved in the 241.1 MDT process.

7.0 REPORTS AND RECORD KEEPING

7.1 CONTRACTOR shall provide COUNTY with a monthly service report, and a monthly invoice. CONTRACTOR shall include in the monthly service report copies of any and all Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.

7.2 CONTRACTOR shall submit a monthly service report by the 10th of each month to:

County of Los Angeles
Department of Children and Family Services
Attention: Patricia Armani, COUNTY Program Manager
C/O Arlene Inocente
12440 E. Imperial Hwy., Suite 529
Norwalk, CA 90650

8.0 QUALITY ASSURANCE PLAN

8.1 CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the Contract are met. A copy must be provided to the CPM on the Contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to, the following:

8.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in this SOW and Exhibit A-1, Performance Requirements Summary. CONTRACTOR shall

include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

8.1.2 Methods for ensuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.

8.1.3 If Contract requirements are not met, the CPM may contact CONTRACTOR, by phone, email, written notice or User Complaint Report (UCR), Attachment K. CONTRACTOR shall respond within one hour such contact within 24 hours of receipt. All Contract requirement issues will be reported to the CPM.

9.0 QUALITY ASSURANCE MONITORING

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this Contract using the quality assurance procedures specified in this SOW and Exhibit A-1, Performance Requirements Summary. All monitoring will be conducted in accordance with Part II, Section 24.0, COUNTY's Quality Assurance Plan, of the Contract.

PART B - SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

10.0 SAFETY

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING SAFETY		
EDUCATION CONSULTANT SERVICES		
OUTCOME INDICATORS	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS**
Substantiated allegations against CONTRACTOR.	Corrective Action Plans Monthly and Annual Summary Reports Special Incident Reports Child / Children Interview	100% of the corrective action plan successfully implemented.
CONTRACTOR, as mandated reporters, shall report any and all suspicions of child abuse and neglect make known to them.		100% of suspected child abuse and neglect incidents reported to the Child Protection Hotline and/or appropriate law enforcement agency.

10.1 Performance Outcome Goal:

10.1.1 Children shall remain free from abuse and neglect.

10.2 Service Tasks:

10.2.1 Whether or not CONTRACTOR is a mandated reporter under the Penal Code, Sections 11164-11165.9, CONTRACTOR shall report directly to the Child Protection Hotline at: 1-800-540-4000 and/or appropriate law enforcement agency, any suspected child neglect or abuse, with notification to the COUNTY Program Manager.

11.0 WELL-BEING

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING WELL-BEING		
EDUCATION CONSULTANT SERVICES		
COUNTY'S OUTCOME INDICATORS	**METHOD OF DATA COLLECTION**	**PERFORMANCE TARGETS**
1. Referred children are enrolled in school.	Referrals and Summary Reports	At minimum, of 95% of referred children are enrolled in school within 48 hours of referral.
2. Suspension, expulsion, and/or opportunity transfer referrals are completed.	Referrals and Summary Reports	100% of suspension, expulsion, and/or opportunity transfer referrals are completed.
3. Referrals are made for children needing special education assessments and advocacy in Individualized Education Programs (IEP) meetings.	Referrals and Summary Reports	A minimum of 95% of referred children needing special education services and CSW's receiving assistance with obtaining special education assessments and advocacy in Individualized Education Program (IEP) meetings should be met.
4. Copies of children's school records are provided to the COUNTY.	Report Cards, transcripts, attendance records, IEP, Student Study Teams (SST), etc.	For a minimum of 95% of referrals, CSWs receive assistance with obtaining past and present school records.
5. Children's academic challenges are addressed.	Referrals and Summary Reports.	For a minimum of 95% of referrals, children's academic challenges are addressed and CSWs, caregivers, and referred youth receive assistance in learning how to efficiently address the challenges.
6. Education Assessments are conducted based on referrals for youth involved in the 241.1 MDT process.	Referrals and Summary Reports	100% of the Education Assessments are completed and presented at the 241.1 MDT Document and Assessment Meetings.

11.1 Service Tasks:

11.1.1 CONTRACTOR shall use their professional judgment and skills to:

- Schedule, arrange, and manage all work to be performed pursuant to this Contract;
- Collaborate with CSWs to assess education needs;
- Ensure school enrollment;
- Ensure due process is adhered to for suspended or expelled children;
- Assess school records for academic achievement;
- Provide case consultation services, especially for children needing Special Education Services;
- Work with school district's to ensure calculation of partial school credits;
- Provide reports and information for any multidisciplinary team meeting or decision making process;
- Develop, in collaboration with, the school officials/personnel, CSW, caregiver, and other stakeholders, as needed, an Education Case Plan;
- Advocate for children under the supervision of DCFS to receive appropriate education and related services in the least restrictive environment;
- Assist CSWs with inputting (paste to grade level page) the child's school name, education case plan and pertinent school information, such as attendance, report cards, CAHSEE progress, etc, into the CWS/CMS record in order to populate the Health and Education Passport, which is to be presented to the court at six month judicial reviews; and
- Provide a written summary for CSW to be added to child's case files.

11.2 Case Referral and Assessment

11.2.1 CONTRACTOR shall receive case referrals (Referral) from DCFS via its online referral system. CONTRACTOR shall also receive Referrals via email or fax, as a back-up or as recommended by the CPM.

11.2.2 CONTRACTOR's receipt of the Referral shall constitute an official referral of the case to CONTRACTOR. CONTRACTOR shall inform the case carrying CSW within 24 hours (online, e-mail, fax, or phone) to:

- Acknowledge receipt of the referral;
- Provide his/her (CONTRACTOR) name;
- Discuss education needs of the children; and
- Develop a preliminary plan.

11.2.3 At a minimum, CONTRACTOR shall:

- Utilize a Court Minute Order or a signed authorization by the Holder of Education Rights to obtain the child's education records from the schools;
- Follow-up with the schools to receive the child's education records in a timely manner;
- Review the child's education records to assess skill levels and recommend supplemental services to achieve academic success;
- Document and report the assessment to the child (if age appropriate), CSW, and caregiver;
- Confer with schools to develop remediation plans for children that are two or more years below grade level in reading or math;
- Inform the case-carrying CSW of the services provided.

11.2.4 CONTRACTOR shall use their professional judgment and skills to make assessments in collaboration with the CSWs, Holders of Education Rights, school personnel, LEA Educational Liaisons for Foster Children, caregivers, and others, as needed, to determine the education needs of the children.

11.2.5 Upon obtaining authorization from DCFS, CONTRACTOR shall discuss the outcome decision with the school districts involved and assist in the transfer of school records as needed.

11.2.6 CONTRACTOR shall participate in the multidisciplinary team decision making process as necessary to address education issues and collaborate with the CSW, caregiver, school counselor, the LEA Educational Liaison in development of Education Services Plans.

11.2.7 CONTRACTOR shall obtain the education records to assess the child's skill levels, service needs, and appropriate placement in school, including special education for those children with an IEP.

11.3 Case Referral and Assessments for Crossover Youth

11.3.1 CONTRACTOR shall receive via the COUNTY's online system, referrals for Crossover Youth (241.1 MDT referrals) that require an Education Assessment of youth who have committed a crime and are classified under WIC 241.1. CONTRACTOR shall also receive Referrals via email or fax, as a back-up or as recommended by the CPM.

11.3.2 Upon receiving 241.1 MDT referrals, CONTRACTOR shall use their professional judgment and skills to provide Education Assessments via the following process:

11.3.2.1 The 241.1-CSW receives notification that a DCFS youth has been arrested, and schedules a Documentation and Assessment Meeting.

11.3.2.2 The 241.1-CSW will generate a referral email requesting:

a) CONTRACTOR, and CSW, shall inform the 241.1-CSW as to his/her availability to attend the Documentation and Assessment Meeting scheduled for the youth;

b) CSW will prepare and submit a referral to CONTRACTOR via the online Referral system so that CONTRACTOR can produce an Education Assessment;

c) CSW will provide to CONTRACTOR the DCFS 179 (Parental Consent for School Records) or Minute Order, instructing the school district to share the youth's school records with DCFS.

11.3.1.3 For each 241.1 MDT referral, DCFS will provide CONTRACTOR a fact sheet summarizing historical school and education information, as well as behavioral and placement history, to assist CONTRACTOR with assessments and recommendations. The fact sheet will be based on the review of available court reports in the COUNTY's CWS/CMS system.

11.3.1.4 For each 241.1 MDT referral, CONTRACTOR shall prepare and submit a written Education Assessment to DCFS (Education and Mentoring Division) and to the 241.1-CSW, 24 hours in advance of the scheduled Documentation and Assessment Meeting.

11.3.2.3 CONTRACTOR shall prepare an Education Assessment which shall include, but shall not be limited to, the following:

a) An education history from present to four years back, per available records at the time Education Assessment is produced;

b) Current education status of the child including the following:

- School transcripts and report cards;

- Scores of any tests that assess standards in English, math, science, and history-social science;
- CELDT scores;
- IEP, if applicable;
- Attendance and discipline/behavior records;
- Interviews with the child, parent, caregiver, schools, CSW; and
- DCFS records (minute order and DCFS 179).

c) Written recommendations based on the historical information summarized by DCFS and the current education status.

11.3.1.5 CONTRACTOR shall discuss their findings and recommendations of the Education Assessment at the Documentation and Assessment Meeting.

11.3.1.6 CONTRACTOR may be required to attend the youth's Delinquency Hearing and/or Post-Disposition Meeting and/or Re-assessment Meeting.

11.4 Enrollment

11.4.1 CONTRACTOR shall use their professional judgment and skills to assist CSW and caregiver to ensure all children are enrolled in school. CONTRACTOR shall work with the LEA Educational Liaison for Foster Children to implement AB 490 to address an individual child's education needs and enroll him/her in school the same day enrollment, even without transcripts and school records, in accordance with AB 490.

11.4.2 CONTRACTOR shall review the records of each child enrolled in a Non-Public School (NPS) to ensure there is an IEP, signed by the Holder of Education Rights, designating that the Special Education Services are to be provided at a NPS. Should a child be enrolled without an appropriate IEP, CONTRACTOR shall immediately notify the CSW and the COUNTY Program Manager.

11.4.3 CONTRACTOR shall recommend enrollment in the least restrictive environment to meet the child's individual education needs. This may include dual enrollment in a public and NPS, as identified in the IEP. CONTRACTOR shall provide case consultation services to ensure the child is placed in a public or NPS consistent with the legal requirements.

11.4.4 CONTRACTOR shall advocate for the child to receive partial academic credit for coursework satisfactorily completed as calculated for high school graduation.

11.4.5 CONTRACTOR shall adhere to the goal of enrolling children in school within 48 hours of referral, and shall documentation reasonable efforts made for youth not enrolled within this timeframe.

11.4.6 CONTRACTOR shall obtain from the COUNTY authorization from a Court Minute Order or the Holder of Education Rights to provide the COUNTY copies of the child's school records, which includes, but is not limited to the following:

- Coursework grades
- Attendance record
- Standardized test scores
- Individualized Education Program (IEP), if applicable
- DCFS 1726 Request for School Report form

11.5 Case Consultation Services

11.5.1 At a minimum, CONTRACTOR shall support school stability by 1) engaging the LEA Counselor in the development of the Education Services Plan; and 2) engaging the LEA Educational Liaison for Foster Children for other education issues as needed.

11.5.2 CONTRACTOR shall use their professional judgment and skills to address suspension, expulsion, and/or opportunity transfer referrals within 24 hours to ensure due process is available to children directed to leave the school campus.

11.5.2.1 CONTRACTOR shall document reasonable efforts and outcomes. Reasonable efforts shall include, but are not limited to, notifying the child's CSW, School and District representatives.

11.5.3 CONTRACTOR shall continue case consultation services when a child is transferring to a new school, until the child is enrolled in school and receiving the services identified in the Education Case Plan.

11.5.4 CONTRACTOR shall attend any and all IEP meetings necessary to ensure the child is assessed for and receiving all school based services necessary to achieve academic success and skill building; and

11.6 Community Based After-School Resources

11.6.1 CONTRACTOR shall provide the CSW and caregiver with community-based after-school resource information to meet the individual needs of the child within the geographic area of the placement. These resources shall include, but are not limited to:

- Available tutoring programs;
- Life skills and vocational training programs; and
- Extra curricular activities in accord with the interests of the child.

11.6.2 After reviewing a child's academic record and/or at the request of the CSW, CONTRACTOR shall recommend community-based services for a child

achieving less than a “C” grade in any class that is impacting their academic progress.

12.0 REVISIONS

12.1 COUNTY reserves the right to revise this SOW to facilitate any changes to the processes and requirements of the COUNTY, State and Federal governments, school districts, and schools, including, but not limited to new or revised on-line or computerized processes, organizational structures, policies, regulations and laws.

12.2 As revisions become necessary, COUNTY will revise the SOW prior to June 30th.

EXHIBIT A-1: PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE MONITORING METHOD
Contractor shall comply with the Contract Terms and Conditions, Exhibit A, Statement of Work and all other provisions of the Contract.	No more than two substantiated incidents of non-compliance in one twelve-month period. CONTRACTOR may be required to submit a Corrective Action Plan.	COUNTY monitors CONTRACTOR compliance with the Contract. CPM receives notices from other DCFS users. CPM receives results of any audit regarding CONTRACTOR compliance. CPM notifies and submits to CONTRACTOR a written notice for each separate incident of non-compliance.	If three written notices are submitted to the CONTRACTOR in a twelve–month period that indicate that CONTRACTOR is not in compliance with the SOW, and/or any other provision of the Contract, CONTRACTOR shall submit within 24-hours from the receipt of the written notices of a written Corrective Action Plan to the COUNTY with an explanation of the problem and plan for correcting the problem. All corrective action plans are subject to COUNTY approval. The COUNTY may impose a single deduction from the CONTRACTOR's invoice in the amount of $250 when the following occurs: 1. For each written notice over three submitted in a twelve-month period that indicates that CONTRACTOR is not in compliance with the SOW, and/or any other provision of the Contract; or 2. Each Corrective Action Plan submitted by CONTRACTOR that does not meet with the COUNTY's approval. 3. CONTRACTOR did not submit a corrective action plan for one or more of the written notices.

PART I – ATTACHMENTS TO THE SAMPLE CONTRACT

(Part I will become EXHIBIT B of the final Contract)

Note: Some of the documents listed in Part I are in other parts of the RFP, as indicated on the placeholders. This is because some forms require action/participation on the part of the Proposer for purposes of this RFP.

CONTRACTOR'S ADMINISTRATION

(See Part D, ATTACHMENT A)

ATTACHMENT B

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

All prospective contractors responding to this solicitation must complete and return this form for proper consideration.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER:_____

☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is my Local SBE Certification letter issued by the County

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information

All prospective contractors responding to this solicitation must complete and return this form for proper consideration.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE: _____ **NAICS CODE:**_____

- ☐ As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ The NAICS Code shown corresponds to the services in this solicitation.
- ☐ Attached is my CCR certification page.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latin	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

ATTACHMENT C

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

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

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor's employees, consultants, Outsourced Vendors and independent sub-Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

Contractor and Contractor's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Program Manager. Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress. The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

ATTACHMENT D

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 Contract.

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 addition

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 disbursement 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 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.

5.1 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.

6.0 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 Reconciliation

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

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation 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	10,000
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)	$24,000

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

(Rev. December 2011)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from 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 2011 are less than $49,078 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, 2012. 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 from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 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 2011 and owes no tax but is eligible for a credit of $829, he or she must file a 2011 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

ATTACHMENT F

COUNTY OF LOS ANGLES 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 Prospective Contractors, 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 Prospective Contractor is excepted from the Program.

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

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 by California State law that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

ATTACHMENT F

"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.

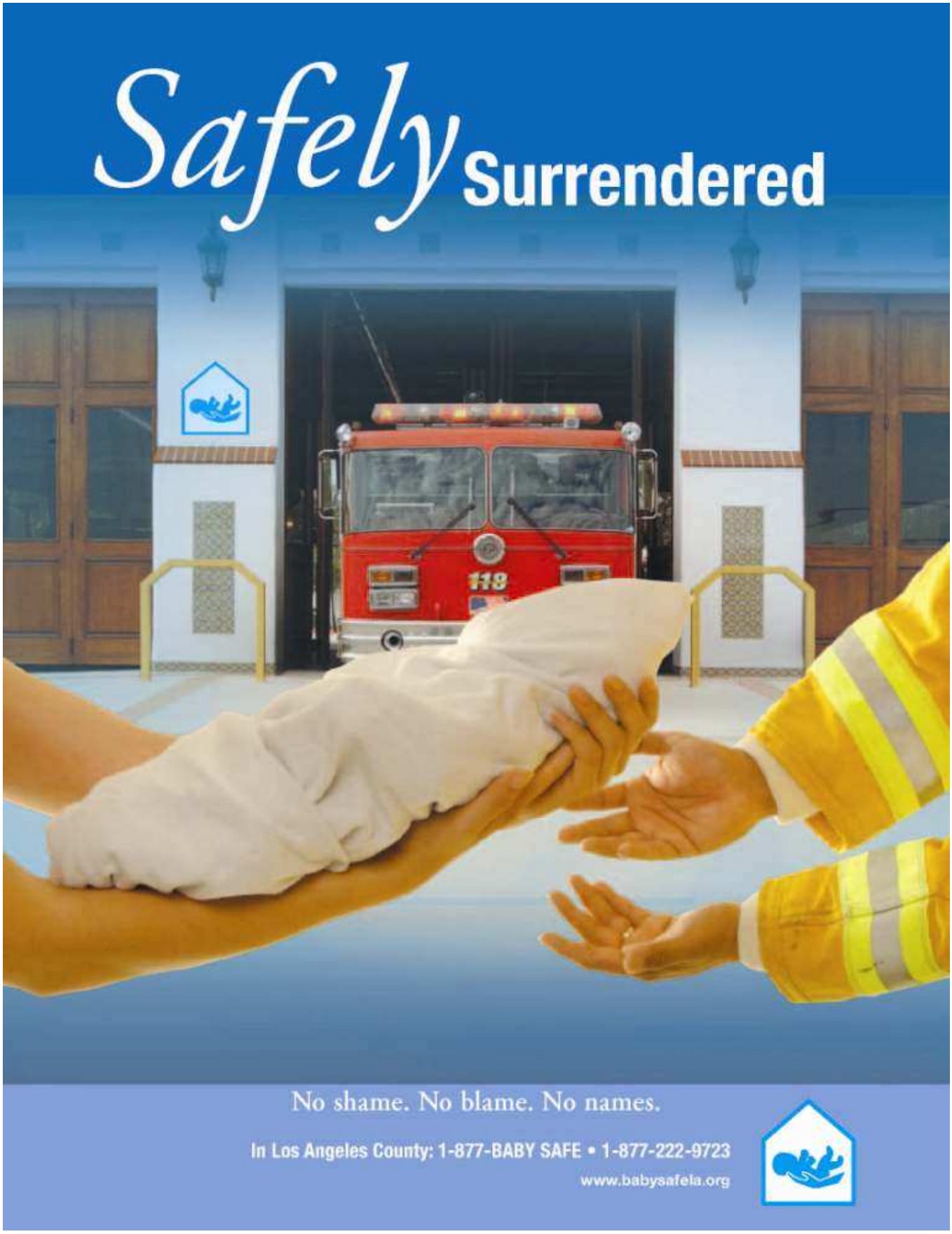
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"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 G



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help reconnect them to each other. One bracelet will be placed on the baby and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

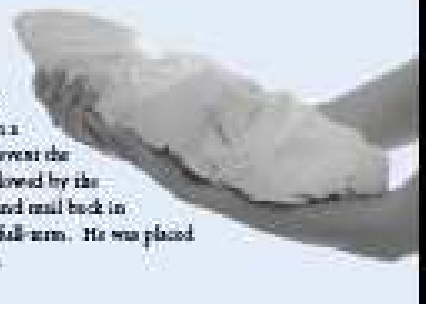
What happens to the parent or surrendering adult?

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

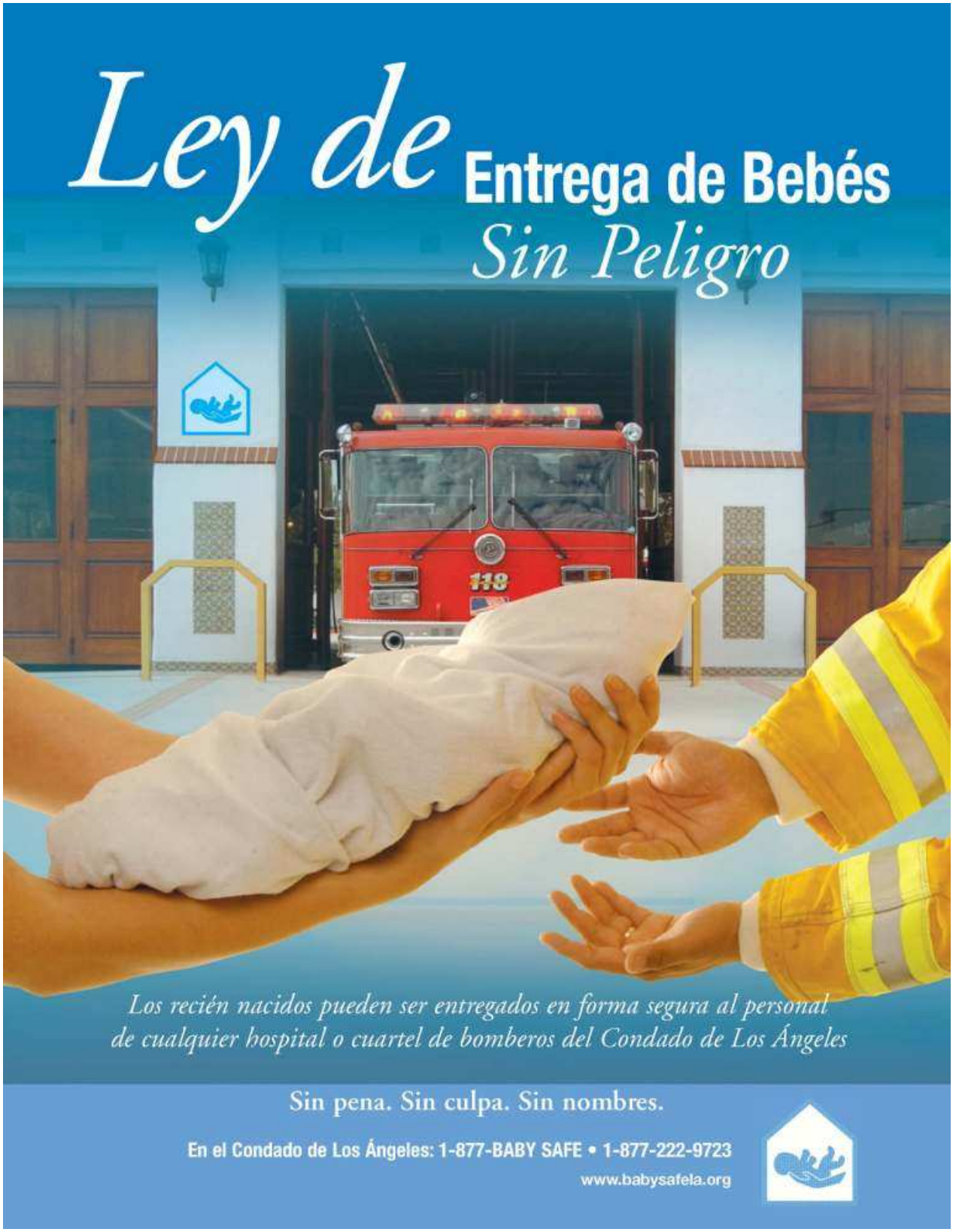
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.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Sin Peligro
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Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entregue a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pensarán sus familiares o amistades. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. **La Ley de Entrega de Bebés sin Peligro** impide que vuelva a ocurrir esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincide con la pulsera del bebé; este servirá como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo devolvería dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

ATTACHMENT H

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

_____
Prospective Contractor/Offeror's Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 4.32.010, County 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.

_____ _____
AUTHORIZED SIGNATURE DATE

_____
Name / Title / Name of Company or Organization

ATTACHMENT I

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name:	**Patricia Armani**
Title:	**Program Manager**
Address:	**12440 E. Imperial Hwy., Room 529**
	Norwalk, CA 90650
Telephone:	**(323) 526-6084**
Facsimile:	**(562) 807-2038**
E-Mail Address:	**armanp@dcfs.lacounty.gov**

CHARITABLE CONTRIBUTIONS CERTIFICATION

(See Part D, ATTACHMENT J)

ATTACHMENT K

USER COMPLAINT REPORT
EDUCATION CONSULTANT SERVICES

This form is to be used by DCFS users of Education Consultant Services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: _____ DCFS User Name: _____

DCFS Office Address: _____

Phone No. _____ E-mail Address: _____

Date(s) of Incident(s): _____

Below, please check the appropriate boxes and explain each incident separately:

☐ Contractor's Project Director is not responding to messages.

☐ Contractor's staff not available or not responding to messages.

☐ Contractor making staff changes without notification to the County.

☐ Illegal or inappropriate behavior by Contractor's staff.

☐ Contractor not submitting reports or maintaining records as required.

☐ Contractor not complying with the quality assurance requirements as specified in the Contract.

☐ Other (describe):

_____

_____

_____

_____

_____

To report an urgent/serious problem, call Patricia Armani at: (323) 526-6084

Send UCR to Patricia Armani, Program Manager, 12440 E. Imperial Hwy., Room 529, Norwalk, CA 90650 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

ATTACHMENT L

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

(See Part D, ATTACHMENT L)

PART J - APPENDICES

APPENDIX 1

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE…

The importance of small business to the County...

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow...

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the Bid/Proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts. as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE

Sections:

2.202.010 Findings and declarations.
2.202.020 Definitions. For purposes of this chapter, the following definitions apply:
2.202.030 Determination of contractor non-responsibility.
2.202.040 Debarment of contractors.
2.202.050 Pre-emption.
2.202.060 Severability.

2.202.010 Findings and declarations.

A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the County or a nonprofit corporation created by the County to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County or a nonprofit corporation created by the County.

C. "Debarment" means an action taken by the County which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the County. A contractor who has been determined by the County to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.
E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, and any joint powers authorities of which the County is a member that have adopted County contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors.

G. Determination of "non-responsibility" means an action taken by the County which results in a contractor who submitted a Bid or Proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the County to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or Proposal" means a Bid, Proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the County, the County may determine that a contractor submitting a Bid or Proposal is non-responsible for purposes of that contract. In the event that the County determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The County may declare a contractor to be non-responsible for purposes of a particular contract if the County, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.

C. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the County in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The County may debar a contractor who has had a contract with the County in the preceding three years and/or a contractor who has submitted a Bid or Proposal for a new contract with the County.

B. The County may debar a contractor if the County finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.

C. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the County in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the County shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future County contracting opportunities for the specified period is necessary to protect the County's interests.

E. Mitigating and aggravating factors that the County may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that results or may result from the wrongdoing.
(2) The frequency and/or number of incidents and/or duration of the wrongdoing.
(3) Whether there is a pattern or prior history of wrongdoing.
(4) A contractor's overall performance record. For example, the County may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the County may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the County during the investigation, and any court or administrative action. In determining the extent of cooperation, the County may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.
(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the County.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such 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 for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.

G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the County review the debarment determination to reduce the period of debarment or terminate the debarment. The County may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)