

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

REQUEST FOR PROPOSALS
TUTORING AND ACADEMIC SUPPORT SERVICES
(CMS #14-0003)



August 20, 2014

TUTORING AND ACADEMIC SUPPORT SERVICES

**REQUEST FOR PROPOSALS (RFP)
(CMS #14-0003)**

TABLE OF CONTENTS

INTRODUCTION 1

1.0 Preamble 1

2.0 DCFS Mission Statement 1

3.0 Purpose 1

4.0 Overview of Solicitation Document..... 2

5.0 Terms and Definitions 3

6.0 Minimum Mandatory Requirements..... 3

PART A: GENERAL INFORMATION AND REQUIREMENTS 5

7.0 County’s Rights and Responsibilities 5

8.0 Contract Term 5

9.0 Contract Rates 5

10.0 Days of Operation 6

11.0 Contact with County Personnel 6

12.0 Final Contract Award by the Board of Supervisors..... 6

13.0 Mandatory Requirement to Register on County’s WebVen 6

14.0 County Option to Reject Proposals 7

15.0 Protest Policy Review Process..... 7

16.0 Notice to Proposers Regarding the Public Records Act 7

17.0 Indemnification and Insurance 8

18.0 SPARTA Program 8

19.0 Injury and Illness Prevention Program (IIPP) 8

20.0 Background and Security Investigations 9

21.0 Confidentiality and Independent Contractor Status 9

22.0 Conflict of Interest 9

23.0 Determination of Proposer Responsibility 9

24.0 Proposer Debarment 11

25.0 Proposer’s Adherence to County’s Child Support Compliance Program..... 12

26.0 Gratuities 13

27.0 Notice to Proposers Regarding the County Lobbyist Ordinance 13

28.0 Federal Earned Income Credit 14

29.0	Consideration of GAIN/GROW Participants for Employment	14
30.0	County’s Quality Assurance Plan	14
31.0	Recycled Bond Paper.....	14
32.0	Safely Surrendered Baby Law.....	15
33.0	County Policy on Doing Business with Small Business.....	15
34.0	Jury Service Program.....	15
35.0	Local Small Business Enterprise Preference Program.....	17
36.0	Local Small Business Enterprise (SBE) Prompt Payment Program	17
37.0	Notification to County of Pending Acquisition/Mergers by Proposing Company. 17	
38.0	Transitional Job Opportunities Preference Program	17
39.0	Proposer’s Charitable Contributions Compliance	18
40.0	Defaulted Property Tax Reduction Program.....	19
41.0	Disabled Veteran Business Enterprise Preference Program (DVBE).....	20
42.0	Time Off for Voting	21
	PART B - PROPOSAL SUBMISSION REQUIREMENTS.....	22
43.0	County Responsibility.....	22
44.0	Truth and Accuracy of Representations	22
45.0	RFP Timetable	22
46.0	Solicitation Requirements Review	22
47.0	Proposer’s Questions	23
48.0	Proposers Conference	24
49.0	Preparation of the Proposal.....	24
50.0	Business Proposal Format	25
51.0	Cost Proposal Format	34
52.0	Proposal Submission –.....	34
	Proposer must submit separate proposals for each proposed Region	
	PART C – SELECTION PROCESS AND EVALUATION CRITERIA.....	36
53.0	Selection Process.....	36
54.0	Adherence to Minimum Requirements (Pass/Fail)	38
55.0	Disqualification Review	38
56.0	Business Proposal Evaluation and Criteria (80%).....	39
57.0	Cost Proposal Evaluation Criteria (20%)	40
58.0	Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work (Section E of Proposal).....	41
59.0	Department’s Proposed Contractor Selection Review.....	41

60.0 County Independent Review Process 43
61.0 Notification of Award44
62.0 Formal Approval of Contract44
63.0 Selection Process Disclaimer45
PART D – SAMPLE CONTRACT.....
PART E – EXHIBIT A TO SAMPLE CONTRACT (STATEMENT OF WORK).....
PART F – EXHIBIT B TO SAMPLE CONTRACT (ATTACHMENTS)
PART G – REQUIRED FORMS.....
PART H – SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS

INTRODUCTION

1.0 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 of Los Angeles' 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.

2.0 Department of Children and Family Services Mission Statement

The County's Department of Children and Family Services (DCFS) is the County agency with the duty to establish, manage, and provide a system of service which ensures the following: that 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, youth who reach adulthood under DCFS care are provided the opportunity to succeed.

3.0 Purpose

3.1 The Los Angeles County Department of Children and Family Services is issuing this Request for Proposals (RFP) to solicit proposals for contracts with organizations in the local community that can provide Tutoring and Academic Support services to eligible foster and Probation students at schools that are working collaboratively with the County (see Exhibit A-2 Participating Schools and Districts).

- 3.2 The budget for obtaining this service is approximately \$3,900,000 for the three year period Countywide. This budget is subject to change at the discretion of the County.
- 3.3 There will be one contract award per Region. A Region is identified as North, East, West or South. Each Region is comprised of two Service Planning Areas (SPA) as follows:

<u>REGION</u>	<u>SPA'S</u>
North	1 & 2
East	3 & 4
West	5 & 6
South	7 & 8

Exhibit A-7 to this Contract includes a base map that outlines the boundaries of each SPA.

A contract will be awarded to the Proposer with the highest scored proposal (combined score of Business Proposal and Cost Proposal) for each Region, North, East, West and South.

4.0 Overview of Solicitation Document

This Request for Proposals (RFP) is composed of the following parts:

INTRODUCTION:

Specifies the Proposer's minimum requirements, provides information regarding the requirements of the Contract and the solicitation process

PART A: GENERAL INFORMATION AND REQUIREMENTS

Contains important RFP provisions and requirements

PART B: PROPOSAL SUBMISSION REQUIREMENTS

Includes instructions to Proposers on how to prepare and submit their proposal

PART C: SELECTION PROCESS AND EVALUATION CRITERIA

Includes information on how the proposals will be selected and evaluated

PART D: SAMPLE CONTRACT

Identifies the terms and conditions in the Contract

PART E: EXHIBIT A TO SAMPLE CONTRACT - STATEMENT OF WORK

Explains in detail the required services to be performed by the Contract

PART F: EXHIBIT B TO SAMPLE CONTRACT – ATTACHMENTS

Attachments referenced in the Sample Contract

PART G: REQUIRED FORMS

Forms that must be completed and included in the proposal

PART H: SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS

Contains RFP Appendices and the County’s Protest Policy Transmittal Forms to Request: 1) Solicitation Requirements Review; 2) Disqualification Review; 3) Proposed Contractor Selection Review and 4) County Independent Review

5.0 Terms and Definitions

Throughout this RFP, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Part D, Sample Contract, Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, and Part E, Exhibit A to Sample Contract – Statement of Work, Section 2.0, Definitions.

6.0 Minimum Mandatory Requirements

Proposer shall meet the following minimum mandatory requirements in order to be eligible to submit proposals for Tutoring and Academic Support Services. Any proposal submitted that fails to demonstrate that Proposer meets these minimum requirements may be considered non-responsive and the proposal may be rejected, at the County’s sole discretion.

- 6.1 Proposer must comply with the RFP format and requirements set forth in Part B, Proposal Submission Requirements, of this RFP when submitting its proposal.
- 6.2 Proposer must be qualified as a firm that possesses the following:
 - 6.2.1 Three (3) years experience within the last five (5) years providing tutoring, help with homework, or other academic supportive services either on public school campuses, or in-home, or both, serving K-12 youth who are at academic risk;
 - 6.2.2 Have the ability to establish an administrative office or branch office in Los Angeles County by the effective date of the Contract;
 - 6.2.3 The ability to provide services throughout the County of Los Angeles;

- 6.2.4 The ability to provide staff that meet the requirements of this solicitation, including experience providing credit make-up and credit recovery services, as specified in this RFP; and
- 6.2.5 The ability to provide staff, employed or subcontracted, that meet the requirements of this project to provide academic evaluations for each youth, pre and post testing, as specified in the RFP.
- 6.3 Proposer must be certified to do business in the State of California. A certified original copy of the Statement of Information should be included in the submission of the proposal.
- 6.4 Proposer must submit three (3) signed letters of reference, including references from contracts or business arrangements, where the required or substantially similar scope of services for Tutoring and Academic Support Services were provided. The references shall substantiate Proposer's ability to provide the services specified in the RFP.
- 6.5 Proposer and its principals must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of the contracts by any Federal, State or County agency. Proposers must be found clear from County, State and Federal contractor's debarred listings unless an exception has been authorized by State and Federal regulations.
- 6.6 Proposer must not currently have a Settlement Agreement with DCFS for repayment of County funds.

PART A: GENERAL INFORMATION AND REQUIREMENTS

7.0 County's Rights and Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf. County may, at its sole discretion, reject any or all proposals submitted in response to this solicitation. County also reserves the right to cancel this RFP, at its sole discretion, at any time prior to approval of a contract by the Board of Supervisors.

8.0 Contract Term

- 8.1 The term of this Contract is projected to commence July 1, 2015, or the date of execution by the Director of Children and Family Services and the Chief Probation Officer, whichever is later, through June 30, 2016 or one year from the date of execution by the Director of Children and Family Services and the Chief Probation Officer, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in Part D, Sample Contract.
- 8.2 The term of this Contract may be extended for up to two (2) additional one-year periods for a total Contract term of three (3) years if all optional extensions are exercised, provided funding is available.
- 8.3 Contingent upon available funding, the term of the Contract may also be extended by the Director of DCFS beyond the stated expiration date for a period not to exceed six (6) months beyond the third year of the Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

9.0 Contract Rates

- 9.1 The Contractor's rates shall remain firm and fixed for the term of the Contract. A fixed rate pricing methodology shall be implemented for these services wherein the County pays Contractor a set rate for completed tutoring services and/or deliverables up to the Stated Maximum Contract Sum.

9.2 County cannot guarantee the number of students and/or referrals a Contractor will obtain per region.

10.0 Days of Operation

The Contractor shall be required to provide Tutoring and Academic Support services Monday through Friday during the hours of 8:00 AM to 5:00 PM Pacific Standard Time (PST) and be available via electronic media during the hours that Tutoring is in session. The County's Program Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

11.0 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Kimberly A. Foster, Section Manager
E-mail Address: fosteka@dcfs.lacounty.gov

If it is discovered that Proposer 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 proposal from further consideration.

12.0 Final Contract Award by the Board of Supervisors

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 a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

13.0 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."

14.0 County Option to Reject Proposals

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

15.0 Protest Policy Review Process

15.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 15.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer 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 proposed contract award.

15.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer 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.

15.3 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 (Reference Part B, Proposal Submission Requirements, Section 46.0)
- Review of a Disqualified Proposal (Reference Part C, Selection Process and Evaluation Criteria, Section 55.0)
- Review of Department's Proposed Contractor Selection (Reference Part C, Selection Process and Evaluation Criteria, Section 59.0)

16.0 Notice to Proposers Regarding the Public Records Act

16.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) Department of Children and Family Services

releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

- 16.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or 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 proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

17.0 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Part D, Sample Contract, Part II, Standard Terms and Conditions, Section 33.0. 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 D, Sample Contract, Part I, Unique Terms and Conditions, Section 4.0.

18.0 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

19.0 Injury and Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

20.0 Background and Security Investigations

Contractor shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all Contractor's staff and volunteers as well as all Subcontractors staff, prior to beginning and continuing work under any resulting Contract (see Part D, Sample Contract, Part I, Unique Terms and Conditions, Section 6.0, Background and Security Investigations). The cost of such criminal clearances and background checks is the responsibility of the Contractor and Subcontractors whether or not the Contractor's or Subcontractor's staff passes or fails the background and criminal clearance investigations.

21.0 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality and Independent Contractor Status provisions contained in Part D, Sample Contract, Part I, Unique Terms and Conditions, Section 7.0, and Part II, Standard Terms and Conditions, Section 34.0 respectively.

22.0 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Part G – Required Forms, Form 11, Certification of No Conflict of Interest.

23.0 Determination of Proposer Responsibility

A responsible Proposer is a Proposer 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 Proposers.

23.1 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- 23.2 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer 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 Proposer'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.
- 23.3 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 23.4 If the Proposer presents evidence in rebuttal to the Department, the Department shall 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 Proposer shall reside with the Board of Supervisors.
- 23.5 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 23.6 Pursuant to Section 23-601.24 of the CDSS Manual of Policies and Procedures, a "Responsible Proposer" 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.
- 23.7 Pursuant to Section 23-601.25 of the California Department of Social Services (CDSS) Manual of Policies and Procedures, a "Responsive Proposer" means one whose proposal complies with all requirements of this RFP.

24.0 Proposer Debarment

- 24.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer 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 Proposer's quality, fitness or capacity to perform a contract with 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.
- 24.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 24.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer'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 Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 24.4 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.
- 24.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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 Proposer 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.

- 24.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 24.7 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.
- 24.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 24.9 Appendix A provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

25.0 Proposer's Adherence to County's Child Support Compliance Program

Proposers 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).

26.0 Gratuities

26.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer 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 the contract.

26.2 Proposer Notification to County

A Proposer 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 Proposer's submission being eliminated from consideration.

26.3 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.

27.0 Notice to Proposers 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 Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. 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 Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered

Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Part G – Required Forms, Form 12, as part of their proposal.

28.0 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 Internal Revenue Service Notice 1015, Part F, Exhibit B to Sample Contract – Attachments, Attachment E of this RFP.

29.0 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers 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 they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants for Employment, as set forth in Part G – Required Forms, Form 15, along with their proposal.

30.0 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.

31.0 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond

paper as specified in Part D, Sample Contract, Part II, Standard Terms and Conditions, Section 49.0.

32.0 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 Part F, Exhibit B to Sample Contract - Attachments, Attachment G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

33.0 County Policy on Doing Business with Small Business

33.1 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.

33.2 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 35.0, Local Small Business Enterprise Preference Program, of this RFP.

33.3 The Jury Service 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. A further explanation of this Program is provided in Section 34.0, Jury Service Program, of this RFP.

33.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix B.

34.0 Jury Service Program

The prospective contract 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, Part F, Exhibit B to Sample Contract – Attachments, Attachment F, and the pertinent jury service provisions of Part D, Sample Contract, Part II, Standard Terms and Conditions, Section 14.0, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 34.1 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.
- 34.2 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 or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. 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.
- 34.3 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, Part G, Required Forms, Form 16, 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.

35.0 Local Small Business Enterprise (SBE) Preference Program

- 35.1 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.
- 35.2 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 data base may qualify to request the Local SBE Preference in a solicitation.
- 35.3 Businesses must complete the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Part G, Required Forms, Form 13, with their proposal. 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.

36.0 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

37.0 Notification to County of Pending Acquisition/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form 1 of Part G, Required Forms, Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

38.0 Transitional Job Opportunities Preference Program

- 38.1 In evaluating proposals, 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 (3)

years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501(c)(3) of the Internal Revenue Service 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 proposal 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.

- 38.2 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 Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.
- 38.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in Part G, Required Forms, Form 26, and submit it along with all supporting documentation with their proposal.

39.0 Proposer's Charitable Contributions Compliance

- 39.1 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. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, in Part H, Supplemental Information and Transmittal Forms, Appendix G. 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, fundraising 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.
- 39.2 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, Part G, Required

Forms, Form 25. A completed Form 25 is a required part of any agreement with the County.

39.3 In Part G, Required Forms, Form 25, 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.

39.4 Prospective County contractors that do not complete Part G, Required Forms, Form 25, as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County 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)

40.0 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Part H, Supplemental Information and Transmittal Forms, Appendix C, and the pertinent provisions of the Sample Contract, Subsections 25.1 and 25.2, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Part G, Required Forms, Form 27. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

41.0 Disabled Veteran Business Enterprise Preference Program (DVBE)

- 41.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as: 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
- 41.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.
- 41.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.
- 41.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.
- 41.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Part G, Required Forms, Form 38, with supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>.

Information on the Department of Veteran Affairs SDVOISB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>.

42.0 Time Off for Voting

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

PART B - PROPOSAL SUBMISSION REQUIREMENTS

This Part contains key project dates and activities, as well as instructions to Proposers on how to prepare and submit their proposal.

43.0 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

44.0 Truth and Accuracy of Representations

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

45.0 RFP Timetable

The following timeline 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 all Proposers who request a copy of the RFP. Please note that all times indicated are Pacific Standard Time (PST).

- | | |
|---|--------------------------------|
| ➤ Release RFP | August 20, 2014 |
| ➤ Deadline to Submit Request for Solicitation Requirements Review | September 4, 2014 5:00 P.M. |
| ➤ Written Questions Due (Proposers' Questions) | August 25, 2014 – 5:00 P.M. |
| ➤ Proposer's Conference | September 4, 2014 – 2:00 P.M. |
| ➤ Questions and Answers Released | On or about September 18, 2014 |
| ➤ Deadline for Proposal Submission | October 6, 2014 – 12:00 P.M. |
| ➤ Anticipated Contract Start Date | July 1, 2015 |

46.0 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Part H, Supplemental Information and Transmittal Forms, Appendix H, Transmittal Form to Request an RFP 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:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

47.0 Proposer's Questions

Proposers may submit written questions regarding this RFP by mail, fax, or e-mail to the individual identified below. All questions must be received by August 25, 2014, at 5:00 P.M. PST. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

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

Questions should be addressed to:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Tutoring RFP Administrator
E-mail Address: tutor@dcfs.lacounty.gov
Fax: (213) 637-2554

48.0 Proposers Conference

- 48.1 An **optional but highly recommended Proposers Conference** will be held to discuss the RFP Requirements. County staff will respond to questions from potential Proposers. The conference is scheduled as follows:

Thursday, September 4, 2014
2:00 PM to 5:00 PM PST
MacLaren Children's Center
4024 North Durfee Avenue, Classroom 4
El Monte, CA 91724

- 48.2 Questions submitted before and during the Conference will be read and answered by County staff. All questions may not be answered at the Conference, but will be answered in the Q&A document, scheduled to be released on or about September 18, 2014.

The addendum will be posted on the County of Los Angeles' website at <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>. To access the RFP from the website, click on "List by Department", then select "Children and Family Services/Adoption" from the drop-down list and click on the "Select Department" button to view the Department's Open Bid Listing. The addendum can also be accessed at the DCFS website at www.lacdcfs.org then search for DCFS contracts. To ensure receipt of any notice that an addendum has been posted, Proposers should include a correct mailing address.

49.0 Preparation of the Proposal

Proposer must submit separate proposals for each proposed Region for which a contract is being sought.

Three (3) original separate binders must be submitted for each proposal - a Business Proposal binder, a Cost Proposal binder, and an Academic Skills Assessment Tests binder. A separate proposal must be submitted for each region (North, East, West or South) your organization plans to propose for a contract. The original Proposals and three (3) copies must be securely bound in a three-ring

binder and submitted in the prescribed format. Each page must be clearly and consecutively numbered, including all attachments. Any Proposal that deviates from this format may be rejected without review at the County's sole discretion.

50.0 Business Proposal Format

The content and sequence of the proposal must be as follows:

- Transmittal Letter (3 page limit)
- Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- Table of Contents
- Section A - Executive Summary
- Section B - Proposer's Qualifications (12 page limit)
- Section C - Proposer's Approach to Provide Required Services (24 page limit)
- Section D - Proposer's Quality Control Plan (7 page limit)
- Section D - Proposer's Green Initiatives
- Section E - Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to
- Section F - Business Proposal Required Forms
- Last Page of Business Proposal (Form 39)
- Academic Skills Assessment Tests (Separate Binder)

50.1 Transmittal Letter

The proposal must contain a Transmittal Letter that is no more than three pages, single-sided, and typed/printed in 12 point, Arial font that includes the following in the order listed:

- Title of RFP and date;
- The exact legal business name and legal business status (i.e., partnership, corporation, etc.) of the proposer, as indicated in Form 1, Proposer's Organization Questionnaire/Affidavit of the RFP;

- A brief introduction of the proposer and its organization;
- Proposer's address, telephone, email address and facsimile (fax) numbers and the number of years proposer has been in business under the present business name, as well as prior business names;
- The name, address, email, fax and telephone number of the person authorized to act on behalf of the proposer in connection with this RFP; and
- Must bear the signature of the individual(s) authorized to sign on behalf of the proposer (name, title and signature) which binds the applicant in a Contract. The person signing this form shall be recognized as the proposer's contact person for any communication between the County and the proposer.

50.2 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit, Part G, Required Forms, Form 1. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

- A. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

- B. A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers. Statement of Information must contain the State’s seal.

Limited Partnership:

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

50.3 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

50.4 Executive Summary (Section A)

Condense and highlight the contents of the Proposer’s Business Proposal to provide Department of Children and Family Services with a broad understanding of the Proposer’s approach, qualifications, experience, and staffing.

50.5 Proposer’s Qualifications (Section B)

Demonstrate that the Proposer’s organization has the experience and financial capability to perform the required services. The following sections must be included:

A. Proposer’s Background and Experience (Section B.1)

Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum mandatory requirement(s) stated in the Introduction, Section 6.0 of this RFP and has the capability to perform the required services as a corporation or other entity. Section B.1 shall not exceed 12 written pages using 12 point, Arial font.

Describe your organization’s experience relevant to providing Tutoring and Academic Support services to at-risk children/youth. Briefly describe your organization’s experience and skills that qualifies it to provide each of the following services to K-12 students: 1) tutoring, homework help; 2) CAHSEE exam preparation; 3) Credit Recovery; 4) Credit Make-Up; 5) Special Education Advocacy; and 6) assistance with higher education goals.

Describe your organization's background and qualifications to effectively collaborate with school administrators and key County staff. In particular, describe any experiences in establishing and maintaining effective partnerships with schools to obtain key academic data, develop plans for students' academic remediation, and monitor student academic progress.

B. Proposer's References (Section B.2)

It is the Proposer's sole responsibility to ensure that the contact information for each reference is accurate. Each reference letter must be on the letterhead of the agency providing the reference. The same references may be listed on Form 8, Proposer's List of Contracts in Part G – Required Forms.

County may disqualify a Proposer if:

- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel.

The Proposer must complete and include the following Required Forms and reference letters:

1. Proposer's List of Contracts, Part G, Required Forms, Form 8

The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.

2. Proposer's List of Terminated Contracts, Part G, Required Forms, Form 9

The listing must include all contracts terminated within the past three (3) years with a reason for termination.

3. Proposer must provide three (3) signed letters of references where the same or similar scope of services was provided.

C. Proposer's Pending Litigation and Judgments (Section B.3)

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals

of the Proposer. Proposer must include Form 10, Proposer's Involvement in Litigation and/or Contract Compliance Difficulties.

D. Financial Capabilities (Section B.4)

Proposer shall submit the most recent Audited Financial Statement for a fiscal period no more than 18 months old at the time of submission, as Form 24. This audit shall be performed by an independent certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the contract. The Audited Financial Statement should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet (Statement of Financial Positions), Statement of Income (Statement of Operations), and the Statement of Cash Flows.

In lieu of the Audited Financial Statement, proposer shall provide copies of the company's most current and prior two fiscal years (for example 2013 and 2012) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Proposers must explain the reason(s) for not providing the Audited Financial Statement. **Financial statements will be kept confidential, if so stamped on each page.**

DO NOT SUBMIT INCOME TAX RETURNS TO MEET THIS REQUIREMENT.

50.6 Proposer's Approach to Provide Required Service Deliverables (Section C)

Describe in detail how the services will be performed to meet the intent of Part E, Statement of Work, and the specified outcomes. Section C shall not exceed 24 written pages using 12 point, Arial font, single-sided, single-spaced. Your response shall include, but not be limited to:

50.6.1 Provide your organization's proposed staffing plan and organization chart to provide tutoring and academic support services. Include the Contractor's Project Director and any required assistant staff, the Student Advocate, and the number of Tutors. It is important that you indicate which staff will be employees and which will be sub-contracted individuals or firms of your organization.

50.6.2 Describe your organization's plans for staff recruitment to keep pace with existing service needs. Describe the type and length of training your organization will provide to staff and how that will affect their ability to begin providing services.

50.6.3 Explain your organization's process for responding to referrals from the County; including who receives them, and which staff will collaborate with County staff to ensure that Core meetings are conducted, and that Education Case Plans are completed.

50.6.4 Describe how your organization will follow-up with referred students to ensure that they begin to receive services. Include how your organization will ensure that any required caregiver or parental consent will be obtained within a reasonable period of time. Explain how your organization would ensure that eligible, non-referred students at participating schools are followed-up with to receive services.

50.6.5 Explain your organization's process for identifying the appropriate academic skills assessment tests to be administered to students of various grade levels at baseline and at end of program. Provide a brief narrative on how your organization would ensure that test results are disseminated in a timely manner to Core meeting stakeholders. Also, please name the Core Meeting stakeholders to ensure that all stakeholders are included, and none are inadvertently omitted.

50.6.6 Describe your organization's process for the documentation of student progress toward the goals developed for Education Case Plans, the frequency of monitoring student progress, and the dissemination of results to DCFS and Probation staff.

50.6.7 Describe your organization's retention plan for the target group of academically at-risk students. Provide details about how tutoring and academic support schedules will be developed for each student and the basis for such plans when the services are provided at school, at home, or at a community public library.

50.6.8 Describe your organization's plan for meeting the outcome goals listed in Part E, Exhibit A to Sample Contract (Statement of Work).

50.7 Proposer's Quality Control Plan (Section D)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are

provided as specified in Part E, Exhibit A to Sample Contract - Statement of Work and its Performance Requirements Summary.

Describe your organization's plan for quality assurance and monitoring to ensure compliance with all Contract requirements. Explain your organization's process for responding to notices from the County regarding Contract non-compliance. Section D shall not exceed seven pages.

The following factors must be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

50.8 Proposer's Green Initiatives (Section D)

Present a description of proposed plan for complying with the "green" requirements as described in Part E, Exhibit A to Sample Contract – Statement of Work, Section 10.0. Describe your company's current environmental policies and practices and those proposed to be implemented.

50.9 Terms and Conditions in the Sample Contract and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Section E)

- A. It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

- B. Section E of Proposer’s response must include:
1. A statement offering the Proposer’s acceptance of or exceptions to all terms and conditions listed in Part D, Sample Contract.
 2. A statement offering the Proposer’s acceptance of or exceptions to all requirements listed in Part E, Exhibit A to Sample Contract – Statement of Work; and
 3. For each exception, the Proposer shall provide:
 - An explanation of the reason(s) for the exception;
 - The proposed alternative language; and
 - A description of the impact, if any, to the Proposer’s price.
- C. Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a ‘red-lined’ version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County’s sole discretion, from later making such exceptions.

The County reserves the right to determine if Proposers’ exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its Exhibits and Attachments at its sole discretion.

50.10 Business Proposal Required Forms (Section F)

Proposal shall include all completed, signed, and dated forms identified in Part G, Required Forms.

BUSINESS PROPOSAL REQUIRED FORMS	
Form 1	Proposer’s Organization Questionnaire / Affidavit
Form 2	Business Structure Registration Documents (Insert as Attachments)
Form 3	List of Current Members of Board of Directors / Other Agencies
Form 4	Board of Director’s Resolution (Insert as Attachments)
Form 5	Proposer’s List of Business Partners or Associates
Form 6	Proposer’s Certification of Ownership and Financial Interest
Form 7	Intentionally Left Blank

Form 8	Proposer's List of Contracts
Form 9	Proposer's List of Terminated Contracts
Form 10	Proposer's Involvement in Litigation and Contract Compliance Difficulties
Form 11	Certification of No Conflict of Interest
Form 12	Familiarity with the County Lobbyist Ordinance Certification
Form 13	Local Small Business Enterprise (SBE) / Community Business Enterprise Form (CBE)
Form 14	Proposer's EEO Certification
Form 15	Attestation of Willingness to Consider GAIN/GROW Participants for Employment
Form 16	Jury Service Program Certification Form and Application for Exception
Form 17	Organizational Chart (Insert Organizational Chart)
Form 18	Resumes, Degrees, Licenses, and/or Certificates of Identified Staff
Form 19	Organizational Licenses, Permits and Certification
Form 20	List of Subcontractors
Form 21	Proof of Insurability (Insert as attachment)
Form 22	Revenue Disclosure (non-public Proposer)
Form 23	List of Proposer's Commitments
Form 24	Audited Financial Statement (Insert as attachment)
Form 25	Charitable Contributions Certification
Form 26	Transitional Job Opportunities Preference Application
Form 27	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Form 28	Contractor's Certification of Compliance with Child, Spousal, and Family Support Orders
Form 29	Contractor's Certification of Compliance with All Federal and State Employment Reporting Requirements
Form 30	Federal Debarment Certification
Form 31	Proposers Truth and Warranty Certification
Form 32	Acknowledgement of RFP Restrictions
Form 33	Offer to Perform and Acceptance of Terms and Conditions
Form 34	Request for DVBE Preference Program Consideration
Form 35	Last Page of Business Proposal

50.11 Academic Skills Assessment Tests

The Contractor shall provide County-approved Academic Skills Assessment Tests that are appropriate for each student's grade level (K-12). The Academic Skills Assessment Tests for each grade K-12 must be in a separate binder. Therefore, a total of three (3) separate binders will be submitted for each Region – the Business Proposal binder, the Cost Proposal binder, and the Academic Skills Assessment Tests binder.

51.0 Cost Proposal Format

The content and sequence of the proposal must be as follows:

- Cover Page identifying, at a minimum, the RFP and the Proposer's name
- Forms listed below

COST PROPOSAL REQUIRED FORMS	
Form 36	Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
Form 37	Pricing Schedule
Form 38	Sample Line Item Budget Sheet and Narrative

52.0 Proposal Submission

Proposer must submit separate proposals for each proposed Region

The original Business Proposal and three copies must be securely bound in separate three-ring binders. Proposals and copies that are paper clipped, stapled, or rubber banded may be rejected, at the County's sole discretion. Proposals must be submitted in a sealed box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**BUSINESS PROPOSAL FOR
TUTORING AND ACADEMIC SUPPORT SERVICES
CMS #14-0003**

_____ **REGION** (North, East, West or South)

The original Cost Proposal and three copies must also be submitted in separate three-ring binders and a separate sealed box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**COST PROPOSAL FOR
TUTORING AND ACADEMIC SUPPORT SERVICES
CMS #14-0003**

_____ **REGION** (North, East, West or South)

The Proposal(s) shall be delivered or mailed to:

Department of Children and Family Services
Contracts Administration Division
425 Shatto Place, Room 400
Los Angeles, CA 90020
Attention: Kimberly A Foster, Section Manager

The closing date and time for the RFP submission is Monday, October 6, 2014 at 12:00 P.M. It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail or other courier service. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Section 45.0, RFP Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All RFPs must be submitted and date stamped in Room 400 by the submission deadline of 12:00 noon on October 6, 2014. RFPs not received in Room 400, and date stamped by 12:00 noon on Monday, October 6, 2014, will not be accepted. Ensure that you allow time to find parking and to sign in at the reception desk on the First Floor. Being in the Building or at the Reception Desk at the submission deadline will result in the submission not being accepted.

All proposals shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit proposals.

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

PART C – SELECTION PROCESS AND EVALUATION CRITERIA

53.0 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal(s). The selection process will begin with receipt of the proposals on October 6, 2014. Please allow sufficient time to submit your proposals, including the time to locate parking, deliver your proposal(s) to the correct location, and obtain a receipt. **Proposals will not be accepted after 12:00 PM PST on Monday, October 6, 2014.**

53.1 The selection process consists of four phases:

- A. Phase One is a pass or fail determination of the Proposer's adherence to Proposer's minimum qualifications in Part A, Section 6.0, Minimum Mandatory Requirements; proposal format instruction listed in Part B, Section 49.0, Preparation of the Proposal; Section 50.0, Business Proposal Format, and Section 51.0, Cost Proposal Format. A review of the Transmittal Letter, Proposer's Organization Questionnaire/Affidavit, Executive Summary (Section A), and Business Proposal Required Forms (Section F) shall be conducted to determine the Proposer's eligibility to further participate in the solicitation process in Phase Two.

53.1.A.1 Proposals received by October 6, 2014 at 12:00 PM, PST, will be reviewed for responsiveness and responsibility of Phase One of the selection process. Proposals received after the deadline are non-responsive and will be returned to the Proposer.

53.1.A.2 Any Proposer who submits a proposal that is incomplete and/or has incomplete or missing forms will be disqualified and their proposal will be eliminated from any further consideration.

- B. Phase Two is a scored evaluation of the proposal. Proposals that pass Phase One of the selection process will then be evaluated by an evaluation committee in Phase Two.

53.1.B.1 A review of the Proposer's Qualifications (Section B of proposal), Approach to Providing Services

(Section C of proposal), Quality Control Plan (Section D of proposal) of the Business Proposal shall be conducted.

53.1.B.2 An evaluation committee selected by the Department will make an evaluation of the proposals and will use the evaluation approach described herein to select a prospective Contractor.

53.1.B.3 Phase Two will be reviewed and evaluated for Proposer / Proposal responsiveness and responsibility.

C. Phase Three is the Cost Proposal Review.

53.1.C.1 Phase Three consists of a review of the proposed price and line item narrative from the Cost Proposal by financial subject matter experts.

D. Phase Four consists of deductions.

53.1.D.1 Proposals evaluated in Phase Three will then be progressed to Phase Four where points will be deducted for exceptions to the Terms and Conditions of the Sample Contract. Each exception listed in Section E (Acceptance/Exceptions to Terms and Conditions) of your proposal shall be reviewed to determine its impact on the proposed Contract. Deduction shall be applied to each exception submitted.

53.2 The scores of Proposals completing all four phases shall be calculated and ranked in numerical sequence in descending order.

53.3 The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

53.4 After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as

determined by the County.

53.5 The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

53.6 The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

54.0 Adherence to Minimum Requirements (Pass/Fail)

County shall review the Proposer's Organization Questionnaire/Affidavit – Form 1 of Part G, Required Forms and determine if the Proposer meets the minimum requirements as outlined in Section 6.0 of this RFP.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

55.0 Disqualification Review

A proposal may be disqualified from consideration because the Department determined it was non-responsive at any time during the review/evaluation process. If the Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to 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.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

56.0 Business Proposal Evaluation and Criteria (80%)

Any reviews conducted during the evaluation of the proposal may result in point reduction.

56.1 Proposer's Qualifications (25%) – Section B of Proposal

1. Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.
2. A review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.
3. A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section B.3 of the proposal.
4. An evaluation of the financial statements will be conducted to determine the financial capability of the proposer.

56.2 Proposer's Approach to Providing Required Services (45%) – Section C of Proposal

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section C of the proposal.

56.3 Quality Control Plan (10%) – Section D of Proposal

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the

requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Section D of the proposal.

57.0 Cost Proposal Evaluation Criteria (20%)

Within this Cost Proposal section only, the Pricing Schedule is weighted at 25% and the Budget Narrative is weighted at 75%. This section will be evaluated by fiscal subject matter experts.

57.1 The maximum number of possible points will be awarded to the Proposer with the lowest total cost proposal for the three year term. All other proposals will be compared to the lowest cost and points awarded accordingly.

57.2 Proposal shall include a complete cost breakdown for the use of the funding allocation to provide all service components as described in Part E, Exhibit A, Statement of Work. This will include:

57.2.1 Adequate explanations/descriptions of cost within each category of service.

57.2.2 All proposals must have a narrative attached to the budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. Include adequate explanations/descriptions of costs within each category of service.

57.3 However, should one or more of the Proposers request and be granted the Local SBE Preference, Transitional Job Opportunities Preference, or the Disabled Veteran Business Enterprise Preference, the cost component points will be determined as follows:

57.3.1 Local SBE Preference: Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

57.3.2 Transitional Job Opportunities Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

57.3.3 Disabled Veteran Business Enterprise Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of \$50,000.

In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation.

58.0 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work (Section E of Proposal)

58.1 Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Part D, Sample Contract and the Requirements of the Statement of Work outlined in Part E, Exhibit A to Sample Contract - Statement of Work as stated in Section E of the proposal.

58.2 The County may deduct five hundred (500) maximum rating points or a percentage of the 500 maximum rating points, depending on the exceptions submitted, or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

58.3 Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

59.0 Department's Proposed Contractor Selection Review

59.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see subparagraph 59.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

59.2 Proposed Contractor Selection Review

Any Proposer 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.

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:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
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:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.

- ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
- 4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer 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 Proposer of the manner and timeframe for requesting a review by a County Independent Review (see subsection 60.0 below).

60.0 County Independent Review Process

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

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

1. The person or entity requesting review by a County Independent Review is a Proposer,
2. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review 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 one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in sub-paragraph 59.2 above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Proposer.

61.0 Notification of Award

- 61.1 All Proposers will be notified in writing whether their proposal was selected for a contract.
- 61.2 The winning Proposer shall be prepared to enter into a contract with the County, which shall be substantially the same as Part D, Sample Contract; Part E: Exhibit A to Sample Contract, Statement of Work; Part F; Exhibit B to Sample Contract (Attachments) as included in the RFP.
- 61.3 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.
- 61.4 The County will then recommend the contract award to the Board of Supervisors for its consideration and approval.
- 61.5 Any recommendation to award a contract shall in no manner bind the Board of Supervisors to award a contract to the proposer(s), which by law must exercise its judgment and discretion concerning the selection of proposals and the terms of any resultant contract.

62.0 Formal Approval of Contract

- 62.1 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 a Proposal(s) and the terms of any resultant contract, and to determine which Proposal(s) best serve(s) the interests of the County.

62.2 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.

62.3 Acceptance or recommendation of a Proposal(s) 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.

63.0 Selection Process Disclaimer

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

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

63.3 A Proposer 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.

PART D

SAMPLE CONTRACT
TUTORING AND ACADEMIC SUPPORT SERVICES
(CMS # 14-0003)

BY AND BETWEEN
COUNTY OF LOS ANGELES



AND

NAME OF AGENCY

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

JULY 2015

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TUTORING AND ACADEMIC SUPPORT SERVICES**

TABLE OF CONTENTS

Section Number and Title	Page
RECITALS	1
PART I: UNIQUE TERMS AND CONDITIONS	2
1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS	2
2.0 TERM.....	5
3.0 CONTRACT SUM.....	6
4.0 INSURANCE REQUIREMENTS.....	7
5.0 INVOICES AND PAYMENTS	13
6.0 BACKGROUND AND SECURITY INVESTIGATIONS.....	15
7.0 CONFIDENTIALITY	16
8.0 CONTRACTOR’S STAFF IDENTIFICATION.....	17
9.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM.....	17
10.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	18
11.0 FUNDING ADJUSTMENTS AND REALLOCATION	18
PART II: STANDARD TERMS AND CONDITIONS.....	21
1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR	21
2.0 ADMINISTRATION OF CONTRACT – COUNTY	21
3.0 AMERICANS WITH DISABILITIES ACT (ADA).....	22
4.0 ASSIGNMENT AND DELEGATION.....	22
5.0 AUTHORIZATION WARRANTY	23
6.0 BUDGET REDUCTION.....	23
7.0 CHANGES AND AMENDMENTS	23
8.0 CHILD ABUSE PREVENTION REPORTING	24
9.0 CHILD SUPPORT COMPLIANCE PROGRAM.....	25
10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM	25
11.0 COMPLAINTS	26
12.0 COMPLIANCE WITH APPLICABLE LAWS	26
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	27
14.0 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM	28
15.0 CONDUCT OF PROGRAM	29
16.0 CONFLICT OF INTEREST	29
17.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	30
18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR	
LAYOFFS OR ON REEMPLOYMENT LIST	30
19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING	30
20.0 CONTRACTOR ALERT REPORTING DATABASE (CARD)	31
21.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT	31
22.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	33

23.0	CONTRACTOR'S WORK	34
24.0	COUNTY'S QUALITY ASSURANCE PLAN.....	34
25.0	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	34
26.0	EMPLOYEE BENEFITS AND TAXES	35
27.0	EMPLOYMENT ELIGIBILITY VERIFICATION.....	35
28.0	EVENTS OF DEFAULT	35
29.0	FAIR LABOR STANDARDS	36
30.0	FIXED ASSETS	377
31.0	FORMER FOSTER YOUTH CONSIDERATION	37
32.0	GOVERNING LAW, JURISDICTION, AND VENUE	37
33.0	INDEMNIFICATION	38
34.0	INDEPENDENT CONTRACTOR STATUS.....	38
35.0	LIQUIDATED DAMAGES	39
36.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN	40
37.0	MOST FAVORED PUBLIC ENTITY	40
38.0	NON-DISCRIMINATION AND AFFIRMATIVE ACTION	40
39.0	NON EXCLUSIVITY.....	41
40.0	NOTICE OF DELAYS	42
41.0	NOTICE OF DISPUTE.....	42
42.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	42
43.0	NOTICES.....	42
44.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	42
45.0	PROPRIETARY RIGHTS.....	43
46.0	PUBLIC RECORDS ACT.....	44
47.0	PUBLICITY	45
48.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	45
49.0	RECYCLED BOND PAPER.....	47
50.0	SAFELY SURRENDERED BABY LAW	47
51.0	SHRED DOCUMENT.....	47
52.0	SUBCONTRACTING	48
53.0	TERMINATION FOR CONTRACTOR'S DEFAULT	49
54.0	TERMINATION FOR CONVENIENCE	51
55.0	TERMINATION FOR IMPROPER CONSIDERATION.....	52
56.0	TERMINATION FOR INSOLVENCY.....	52
57.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE.....	53
58.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	53
59.0	TIME OFF FOR VOTING.....	53
60.0	VALIDITY.....	Error! Bookmark not defined.
61.0	WAIVER.....	53
62.0	WARRANTY AGAINST CONTINGENT FEES.....	54
63.0	WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION.....	54

EXHIBIT A: STATEMENT OF WORK

Exhibit A-1	Performance Requirements Summary
Exhibit A-2	Participating Schools and Districts
Exhibit A-3	Schools and Districts Pending Negotiations
Exhibit A-4	Student Intake and Referral
Exhibit A-5	Education Case Plan
Exhibit A-6	Credit Recovery Guidelines
Exhibit A-7	Service Planning Area (SPA) Map
Exhibit A-8	Pricing Schedule
Exhibit A-9	Line Item Budget
Exhibit A-10	Budget Narrative

EXHIBIT B: ATTACHMENTS

Attachment A	Contractor's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C	Contractor Acknowledgement and Confidentiality Agreement
Attachment C-1	Contractor Employee Acknowledgement and Confidentiality Agreement
Attachment C-2	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
Attachment D	Auditor-Controller Contract Accounting and Administration Handbook
Attachment E	Internal Revenue Service Notice 1015
Attachment F	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment G	Safely Surrendered Baby Law Fact Sheet
Attachment H	Contractor's Administration
Attachment I	County's Administration
Attachment J	Charitable Contributions Certification
Attachment K	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Attachment L	User Complaint Report

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
TUTORING AND ACADEMIC SUPPORT SERVICES**

Tutoring and Academic Support Services (hereinafter referred to as "Contract")

This Contract is made and entered into this ____ day of _____ 2015, 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 desires to provide Tutoring and Academic Support Services to foster and Probation youth; and

WHEREAS, County has determined that the services to be provided under this Contract are designed as a student-centered, multi-pronged approach, supported by the collective efforts of DCFS, Probation, school districts and schools, direct service providers, and other experts; and

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

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, Section 7.0, Changes and Amendments and signed by both parties.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6 and Exhibit B - Attachments A, B, C-1, C-2, C-3, 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 first to the Contract, Exhibits and 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. **Academic Skills Test** – means the document used to test a Student’s overall academic skills, the results of which will be reviewed by the County for consideration when planning the Student’s academic remediation.
 - B. **California High School Exit Exam (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.
 - C. **California English Language Development Test (CELDT)** – means the test authorized by California State law that Students, K-12, whose home language is not English, are required to take. The test helps schools identify students who need to improve their skills in listening, speaking, reading, and writing in English.

- D. **California Standardized Test (CST)** – means the test developed by California educators and test developers to measure Students' progress toward achieving California's state-adopted academic content standards in English–language arts (ELA), mathematics, science, and history–social science, which describe what students should know and be able to do in each grade and subject tested.
- E. **Care Team Meeting** – means the meeting to review the academic progress of one or more Students in a multidisciplinary setting to address issues that are preventing progress and implement action/resources for resolution.
- F. **Children's Social Worker (CSW)** – means a social worker employed with the Department of Children and Family Services (DCFS) managing open cases of foster Students who are under the supervision and custody of DCFS. Some CSWs are located on the campuses of participating schools on a part-time basis to better serve Students on their caseloads attending that school.
- G. **Core Meeting** – means the multi-disciplinary team meeting designed to address a Student's issues and goals related to attendance, behavior, homework, course completion, credits, extra-curricular activities, graduation, overall academic strengths and deficiencies, and higher education.
- H. **County Program Manager (CPM)** – means the County representative responsible for daily management of Contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services. For this Contract, there is one CPM appointed for DCFS and another appointed for the Probation Department.
- I. **Credit Recovery** – means the processes of investigating a Student's school records to determine if whole or partial credits have not been documented in a school's cumulative records and transcripts for any schools that the Student has attended. California Education Code, Section 48645 requires each public school district and County Office of Education to accept, for credit, full or partial coursework satisfactorily completed by a student while attending another public school, or nonpublic, non-sectarian school or agency. The process involves working with the school registrar, school records clerk or the school counselor.
- J. **Course Make-up** – means the process of arranging for Students to make up any courses he or she has not completed so that necessary credits can be earned toward the Student's graduation.

- K. **Deputy Probation Officer (DPO)** – means a Probation Officer deputized by the Chief Probation Officer of Los Angeles County to supervise juvenile and adult probationers under the jurisdiction of Los Angeles County. Some DPOs are located on the campuses of participating schools on a part-time basis to better serve Students on their caseloads attending that school.
- L. **Education Case Plan (ECP)** – means the document that is developed by the CSW or DPO in collaboration with the Contractor’s Tutor resulting from a Core Meeting, which addresses issues, goals, student schedules, and activities related to a Student’s academic status at school.
- M. **Educational Rights** – means the rights parents or legal guardians generally have to make educational decisions for their children, unless their child is in a legal guardianship, has been freed for adoption (parental rights have been terminated), or the juvenile court has limited their educational rights.
- N. **Individualized Education Program (IEP)** – means the document that defines the individualized objectives of a child who has been found to have a learning disability or Severe Emotional Disturbance (SED), as defined by federal regulations. The IEP is intended to help children reach educational goals more easily than they otherwise would. In all cases, the IEP must be tailored to the individual student's needs as identified by the IEP evaluation process, and must especially help teachers and related service providers (such as paraprofessional educators) understand the Student's disability and how the disability affects the learning process.
- O. **Probation** – means the County of Los Angeles Probation Department and Students under its supervision that are receiving and benefiting from the Contract services.
- P. **Special Education** – means the practice of educating students with special needs in a way that addresses their individual differences and needs. Ideally, this process involves the individually planned and systematically monitored arrangement of teaching procedures, adapted equipment and materials, accessible settings, and other interventions designed to help learners with special needs achieve a higher level of personal self-sufficiency and success in school and community than would be available if the student were only given access to a typical classroom education.

- Q. **Special Incident Report** – A report made to DCFS and Community Care Licensing Division (CCLD) by a group home, small family home, or foster family agency as required by the Special Incident Reporting Guide for Residential Facilities or a report made by a foster family home as required per MPP, Title XXII, Division 6, Chapter 7. Reportable incidents include serious behavior incidents, serious injuries, unauthorized absences (AWOLs), abuse, and any significant changes in the facility status, which may have an impact on residents.
- R. **Student** – means a youth or child under the supervision of DCFS or Probation, attending a participating school that is eligible to receive services under this Contract. The two categories of Students below shall include the definition of the preceding sentence when either of the following terms is used:
- **Category 1 Student** – is the Student assigned to the primary caseload of the school-based CSW or DPO and eligible to receive services under this Contract, including, but not limited to, Academic Skills Tests, Core Meetings, Care Team Meetings, ECPs, and Tutoring.
 - **Category 2 Student** – is the Student that is NOT assigned to the primary caseload of the school-based CSW or DPO, but can benefit from Tutoring services.
- S. **Tutoring and Academic Support** – means the comprehensive tutoring services, including homework assistance, provided by the Contractor under this Contract that is tailored to each Student's academic needs, as specified in the Education Case Plan.

2.0 TERM

- 2.1 The term of this Contract shall commence on July 1, 2015, or the date of execution by the Director of Children and Family Services and the Chief Probation Officer, whichever is later, and shall expire on June 30, 2016, or one (1) year from the date of execution by the Director of Children and Family Services and the Chief Probation Officer, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 2.2 County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods for a maximum total Contract term of three (3) years. Each such option and extension shall be exercised at the sole discretion of the Director and the Chief Probation Officer, by written notice

to the Contractor, provided that approval of 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 The term of this Contract may also be extended by the Director of DCFS and the Chief Probation Officer 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 (6) months beyond the third year of the Contract term, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.
- 2.5 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, Contractor shall send written notification to the County Program Manager.

3.0 CONTRACT SUM

- 3.1 The maximum amount payable under this Contract, hereinafter referred to as "Maximum Contract Sum", including both one-year options to extend, shall not exceed \$3,900,000 (approximately \$975,000 per region).
- 3.2 County and Contractor agree that this is a firm-fixed price Contract not to exceed the Maximum Contract Sum. During the term of this Contract, County shall compensate Contractor as specified in Exhibit A-8, Pricing Schedule 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 seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in Attachment I, County's Administration.
- 3.6 Contractor's budget is attached hereto and incorporated by reference herein as Exhibit A-9, Line Item Budget, herein referred to as "Budget." The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. 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 Program Manager for approval.
- 3.7 Contractor shall prepare and submit to County a budget segregating direct and indirect costs and profit for the work to be performed by Contractor under this Contract. 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.
- 3.8 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 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 Sub-Sections 4.1 and 4.2 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon 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:

- 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 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: Kimberly Foster
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 or changes in Insurance:

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

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. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

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 effect such waiver.

4.1.8 Sub-Contractor Insurance Coverage Requirements:

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

4.1.9 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.

4.1.10 Claims Made Coverage:

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

4.1.11 Application of Excess Liability Coverage:

Contractor 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.

4.1.12 Separation of Insured:

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

4.1.13 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.

4.1.14 County Review and Approval of Insurance Requirements:

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

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

4.2.3 **Workers' Compensation and Employer's Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4.2.4 **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 (3) years following this Agreement's expiration, termination or cancellation.

4.2.5 **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training

or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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 rate of compensation specified in the Pricing Schedule, as supported by the Budget, and in the format prescribed by the County. Contractor shall be paid only for the work performed as specified in the Contract and any amendments thereto.
- 5.2 Contractor, without prior approval of County, may reallocate up to a maximum of five (5) percent of the Maximum Annual Contract Sum for each year between line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) in the Budget. Contractor shall request County's approval in writing for line item budget reallocations above the five (5) 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 Program Manager.
- 5.3 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.
- 5.4 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 122 and 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 Services and one copy to the County Program Manager for review and approval, as follows:

County of Los Angeles
Department of Children and Family Services
Attention: Accounting Services, 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: Ron Rios
12440 E. Imperial Highway
Norwalk, CA 90650

- 5.6 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.
- 5.7 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.
- 5.8 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 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 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.

- 5.9 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.
- 5.10 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 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 6.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 6.3 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.
- 6.4 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.
- 6.5 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.

- 6.6 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-1, Contractor Acknowledgement and Confidentiality Agreement.
- 7.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-2, Contractor Employee Acknowledgment and Confidentiality Agreement. Contractor shall maintain in its files copies of such executed Agreements.
- 7.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit B, Attachment C-3, Contractor Non-Employee Acknowledgment and Confidentiality Agreement. Contractor shall maintain in its files copies of such executed Agreements.
- 7.6 Contractor shall notify County of any attempt to obtain confidential records through the legal process.
- 7.7 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.

7.8 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 7.8, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-section 7.8 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.

7.9 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 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

9.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.1 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.

9.2 The 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.

- 9.3 The 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.
- 9.4 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:
- 9.4.1 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;
- 9.4.2 In addition to the amount described in Sub-Section 9.4.1, Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- 9.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).
- 9.5 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 Internal Services Department of this information.

10.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 10.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 10.2 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 Transitional Job Opportunity vendor.
- 10.3 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 Transitional Job Opportunity vendor.

10.4 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:

10.4.1 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;

10.4.2 In addition to the amount described in Sub-section 10.4.1, be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

10.5 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.

11.0 FUNDING ADJUSTMENTS AND REALLOCATIONS

11.1 If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the Maximum Contract Sum as payment for such services, as determined by County. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable Maximum Contract Sum, as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed ten percent (10%) of the applicable Maximum Contract Sum, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds ten percent (10%) of the applicable Maximum Contract Sum, approval by County's Board of Supervisors shall

be required. Any such change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Part II, Section 7.0, Changes and Amendments.

- 11.2 County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.
- 11.3 If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Contract will occur over its term, Director or County's Board of Supervisors may reduce the applicable Maximum Contract Sum for services provided hereunder and reallocate such funds to other provider. Director may reallocate a maximum of ten percent (10%) of the applicable Maximum Contract Sum. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any Maximum Contract Sum shall be effected by an amendment to this Contract pursuant to Part II, Section 7.0, Changes and Amendments.

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 H, Contractor's Administration. Contractor shall notify County in writing of any change in the name or address of the Contractor 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 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 I, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

2.1 County Program Manager

The responsibilities of the County 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 Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

2.2 The County 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.

2.3 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 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 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

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 condition 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 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.

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 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 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Part II, 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 within 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 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 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 contract 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 Section 12.0 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 A, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH THE COUNTY'S 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 HIRING GAIN/GROW PARTICIPANTS

- 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. Contractors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- 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 Responsible Contractor

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 Chapter 2.202 of the County Code

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

21.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the

County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

21.4 Contractor Hearing Board

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

debarred for a period longer than five 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.

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

21.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

- 21.6 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

- 23.1 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.
- 23.2 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 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 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: 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 "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 (10) 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 position(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, Youth Development 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

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

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 Attachment C-2, Contractor Employee Acknowledgement and Confidentiality Agreement. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment C-3, Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

34.5 The Contractor shall adhere to the provisions stated in Section 7.0, Confidentiality.

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 designee, at his 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 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. 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 of \$250. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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 A, 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 Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County 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 Service 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 H, Contractor's Administration and Attachment I, County's Administration. Addresses may be changed by either party giving 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, Standard Terms and Conditions, Section 48.0, 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

47.1.2 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 section shall apply.

48.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

48.2 The 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 48.0 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 calendar days after issuance of such audit reports, Contractor shall forward copies of such reports to DCFS.

49.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on 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 Part II, Standard Terms and Conditions, Section 48.0 Record Retention and Inspection/Audit Settlement, Sub-section 48.2 of this Contract are to be maintained for a period of five (5) years.

52.0 SUBCONTRACTING

- 52.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the COUNTY**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 52.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - 52.2.1 A description of the work to be performed by the Subcontractor;
 - 52.2.2 A draft copy of the proposed subcontract; and
 - 52.2.3 Other pertinent information and/or certifications requested by the County.
- 52.3 Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 52.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 52.5 County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 52.6 The County Program Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.

- 52.7 Contractor shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. Contractor shall maintain and make available upon request of County Program Manager all the following documents:
- 52.7.1 An executed Exhibit B, Attachment C-2, Contractor Employee Acknowledgment and Confidentiality Agreement, executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
 - 52.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Unique Terms and Conditions, Section 4.0, Insurance Requirements, of this Contract, and
 - 52.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the Contractor's Tax Identification Number.
- 52.8 Contractor shall provide County Program Manager with copies of all executed subcontracts after County Program Manager's approval.
- 52.9 No subcontract shall alter in any way any legal responsibility of Contractor to County. Contractor shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required hereunder.
- 52.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 52.11 Contractor shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees and agents.

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 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 (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 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 53.3, 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 53.0, 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, Standard Terms and Conditions, 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 (5%) 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, Standard Terms and Conditions, 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, Standard Terms and Conditions, 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 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 56.0 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 TIME OFF FOR VOTING

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

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.

63.0 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 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, the Chief Probation Officer of the Probation Department, 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 _____
Jerry Powers
Chief Probation Officer
Probation Department

Name of Agency _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

PART E

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND PROBATION DEPARTMENT**

EXHIBIT A

STATEMENT OF WORK

TUTORING AND ACADEMIC SUPPORT SERVICES

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES AND PROBATION DEPARTMENT
TUTORING AND ACADEMIC SUPPORT SERVICES
STATEMENT OF WORK**

TABLE OF CONTENTS

<u>Section Number and Title</u>	<u>Page</u>
PART A - PREAMBLE	3
PART B – PROJECT FOUNDATION.....	4
1.0 BACKGROUND.....	4
2.0 INTENTIONALLY LEFT BLANK.....	4
3.0 COUNTY'S RESPONSIBILITIES	4
4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES.....	5
5.0 CONTRACTOR'S STAFF.....	5
PART C - SERVICE DESCRIPTION	10
6.0 TARGET POPULATION.....	10
7.0 PARTICIPATING SCHOOLS	10
8.0 SERVICE DELIVERY SITES.....	10
9.0 SCOPE OF WORK	11
10.0 GREEN INITIATIVES	21
PART D - RECORDS AND MONITORING	21
11.0 QUALITY ASSURANCE MONITORING	21
12.0 DATA COLLECTION.....	22
13.0 CONTRACTOR'S RECORDS	22
PART E - PERFORMANCE AND OUTCOME GOALS.....	24
14.0 PROGRAM OUTCOMES.....	24

STATEMENT OF WORK EXHIBITS

- Exhibit A-1 Performance Requirements Summary
- Exhibit A-2 Participating Schools and Districts
- Exhibit A-3 Schools and Districts Pending Negotiations
- Exhibit A-4 Student Intake, Assessment, and Referral
- Exhibit A-5 Education Case Plan
- Exhibit A-6 Credit Recovery Guidelines
- Exhibit A-7 Service Planning Area (SPA) Map
- Exhibit A-8 Pricing Schedule
- Exhibit A-9 Line Item Budget
- Exhibit A-10 Budget Narrative

STATEMENT OF WORK

PART A – 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, businesses, 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 B – PROJECT FOUNDATION

1.0 BACKGROUND

The services specified in this Contract are designed to provide tutoring and academic support to eligible foster and Probation students in their home or at local libraries and/or at schools that are working collaboratively with the County as identified in this Contract (see Exhibit A-2 Participating Schools and Districts). The services provided, as a part of this Contract, have been found to diminish the achievement gap between foster/Probation students and non-foster/Probation students by increasing the high school graduation rate for these students. The goal of the County is to refer 400 such Students (approximately 100 students per region) to the Contractor to receive these services for the duration of this Contract.

2.0 INTENTIONALLY LEFT BLANK

3.0 COUNTY'S RESPONSIBILITIES

- 3.1 DCFS and Probation shall each designate a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the Contractor's Program Director (CPD).
- 3.2 Each CPM shall monitor Contractor's performance in the day-to-day operation of this Contract and services related to his/her department.
- 3.3 Each CPM will provide direction to the CPD in areas relating to County (DCFS and Probation) policy, information, and procedural requirements.
- 3.4 The CPMs are not authorized to change the Contract terms and conditions and are not authorized to obligate the County in any way whatsoever beyond the terms and scope of this Contract.
- 3.5 The CPMs are identified below. CPM names and their contact information are contained in Attachment I:

County of Los Angeles
Department of Children and Family Services
532 E. Colorado Blvd., Rm. 2-17
Pasadena, CA 91101
Attention: Dr. Jeff Dorsey, CSA III

County of Los Angeles
Department of Probation
9150 E. Imperial Hwy., Room B49
Downey, CA 90242
Attention: Adam Bettino, Probation Director
Placement Services Bureau

4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

- 4.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts its business. Contractor's office shall be staffed during normal business hours, Monday through Friday, by at least one employee who can respond to inquiries and complaints. In addition, Contractor shall provide an answering system or service, or an after-hours contact to receive calls when the office is closed, in accordance with subsection 5.2.2.
- 4.2 Contractor shall furnish its staff with all equipment, office furnishings, supplies to comply with the requirements of this Contract, including, but not limited to office space, computers, software, and proper supplies.
- 4.3 Contractor shall negotiate agreements with participating schools and districts to gain access to campuses so that eligible foster and Probation Students can receive the services specified in this Contract. Contractor shall also provide a copy of the executed agreement to both the DCFS and Probation CPM.
- 4.4 Contractor agrees that any work it performs beyond this Contract shall be deemed a gratuitous act by Contractor and, therefore, Contractor shall have no claim against County. Contractor shall immediately report any requests it receives from any County staff for services beyond this Contract.

5.0 CONTRACTOR'S STAFF

- 5.1 Contractor shall ensure that staffing conforms to the following staff requirements to meet the service requirements detailed in this Statement of Work:
 - 5.1.1 Contractor shall ensure that criminal clearances and background checks have been conducted for its staff and its sub-contractors' staff prior to providing Contract services. Regardless of whether its staff or its sub-contractors' staff passes or fails, the cost of such background investigations are the Contractor's responsibility.
 - 5.1.2 Contractor shall obtain written verification of the required degrees and licenses for its professional staff, including verification for staff with foreign degrees that meet the requirements of a U.S. Secretary of Education-authorized accrediting agency.
 - 5.1.3 Contractor's staff shall be able to read, write, speak, and understand English in order to conduct business with County. The ability to read, write and understand other languages may apply as specified herein.
 - 5.1.4 Contractor and its staff shall report all incidents involving students, including serious behavior incidents, serious injuries, unauthorized absences, and any incidents of abuse or neglect in accordance with Part II, Section 8.0, Child Abuse Prevention Reporting, of the Contract.

5.1.5 Contractor's staff shall not perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the Contractor's physical or mental performance.

5.2 Contractor shall provide the following staff to ensure the delivery of services specified in this Contract.

PROJECT DIRECTOR

5.2.1 Contractor shall appoint a Project Director, and a designated alternate, to manage the day-to-day Contract activities and the delivery of services.

5.2.2 Contractor shall provide a telephone number where the Project Director can be reached Monday through Friday from 8:00 a.m. to 5:00 p.m., except holidays. In addition, Contractor shall provide an answering system or service, or an after-hours contact to receive calls when the office is closed, and on weekends.

5.2.3 The Contractor's Project Director (CPD) shall respond within two (2) business days to all calls, emails, and/or reports regarding Contractor's performance issues; unless otherwise directed by the CPM.

5.2.4 The CPD shall respond to CPM's requests to meet, address, and resolve performance issues, and shall be available to attend such meetings as mutually scheduled.

5.2.5 The CPD shall investigate any performance issues submitted by the County and report back to the CPM within a mutually acceptable timeframe, in accordance with Section 11.0, Quality Assurance Monitoring; or as directed by the CPM.

5.2.6 Upon completing the investigation, the Contractor shall provide a written Corrective Action Plan to resolve performance issues, as instructed by the CPM, in accordance with Section 11.0, Quality Assurance Monitoring.

5.2.7 The responsibilities of Contractor's Project Director (CPD) or designee shall include, but not be limited to:

5.2.7.1 Management and oversight of the work specified in this Contract;

5.2.7.2 Oversee in the management and day-to-day training of staff for this Contract;

5.2.7.3 Travel throughout the County when necessary to direct the delivery of services;

- 5.2.7.4 Supervise staff, facilitate staff training, and provide staff with technical program support, such as on-site program observation, updating computer programs, and providing assistance with techniques for tutoring and learning styles;
 - 5.2.7.5 Assess the quality of interaction between Tutors and Students;
 - 5.2.7.6 Assess the quality of interaction between its staff and the school staff and administration.
- 5.2.8 Contractor's Project Director shall meet the following minimum requirements:
- 5.2.8.1 A minimum of a Bachelor of Arts degree from an accredited school in Education, Social Work, Psychology, Counseling or related Behavioral Science; and
 - 5.2.8.2 A minimum of two (2) years experience within the last five (5) years working with Students who are at academic risk; - **OR** -
 - 5.2.8.3 A minimum of three (3) years full-time administration experience in an agency providing services to at-risk children and families.

TUTORS

- 5.2.9 Contractor shall appoint as many Tutors that are necessary to provide Tutoring and other specified services to Students. The responsibilities of the Tutor shall include, but shall not be limited to:
- 5.2.9.1 Attend initial and subsequent Core Meetings related to the development of the Education Case Plan (ECP) development for each referred Student;
 - 5.2.9.2 Provide tutoring services to Students, in accordance with his or her Education Case Plan;
 - 5.2.9.3 Work with DPOs, CSWs, and school staff to establish and achieve each Student's academic goals, in accordance with his or her Education Case Plan;
 - 5.2.9.4 Participate in Care Team meetings with CSWs, DPOs, and school staff to discuss the progress of Students that are having problems meeting their goals; and

5.2.9.5 Work with Contractor's Student Advocate, CSWs, and DPOs regarding special education efforts, and the make-up and recovery of missing or undocumented school credits.

5.2.10 Tutors shall meet the following minimum requirements:

5.2.10.1 A Bachelor of Arts degree from an accredited school in Education, Counseling, Social Work, Psychology, or related Behavioral Science; and

5.2.10.2 Ability to travel to their designated school sites and approved meeting sites in the County of Los Angeles.

-OR-

5.2.10.3 Three (3) years experience providing tutoring services or academic training or academic support to middle and high school-aged Students who are at academic risk; and

5.2.10.4 Ability to travel to their designated school sites and approved meeting sites within the County of Los Angeles.

STUDENT ADVOCATE

5.2.11 Contractor shall appoint a Student Advocate to promote the implementation of special education services, where appropriate, and to manage credit make-up and credit recovery for Students, as specified in this Contract. The responsibilities of the Student Advocate shall include, but not be limited to working with Students, school administrators, and the education rights holders to:

5.2.11.1 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;

5.2.11.2 Appropriately apply Special Education laws and regulations, including an ability to advocate for foster children who are in need of Special Education Services and attend Individualized Education Program (IEP) meetings;

5.2.11.3 Arrange for Student to make-up courses that were dropped or failed;

5.2.11.4 Recover and obtain credit for all partially completed courses and assignments and ensure that they are documented in school records;

5.2.11.5 Recover and obtain undocumented credits from prior schools and ensure that they are documented in school records; and

5.2.11.6 Collect, enter, and evaluate all program data individually and collectively for credit recovery purposes.

5.2.12 Student Advocates shall meet the following minimum requirements:

5.2.12.1 Bachelor's degree from an accredited college/university;

5.2.12.2 A Pupil Personnel Service Credential in School Psychology or School Counseling or an Administrative Services Credential or any California teaching credential with a preference in special education with at least three (3) years of experience; and

5.2.12.3 Highly knowledgeable of common word processing and spreadsheet programs and the ability to produce and collect data.

-OR-

5.2.12.4 A Master's Degree in the field of Education with at least five (5) years of experience as an administrator, psychologist or counselor in programs for children and five (5) years of experience in providing education support for children; and

5.2.12.5 Highly knowledgeable of common word processing and spreadsheet programs and the ability to produce and collect data.

PART C – SERVICE DESCRIPTION

6.0 TARGET POPULATION

6.1 Students

6.1.1 Contractor shall provide services to students at various participating school campuses located throughout Los Angeles County. Refer to paragraph 7.0, Participating Schools. Contractor shall serve Students who meet the following criteria:

6.1.1.1 Under the supervision of DCFS or Probation;

6.1.1.2 Identified as needing academic remediation, intervention and support services, as further specified in the Education Case Plan; and

6.1.1.3 Attending participating schools.

7.0 PARTICIPATING SCHOOLS

7.1 The schools and districts listed in Exhibit A-2, Participating Schools and Districts, are currently participating with the County so that eligible foster and Probation Students can receive the services specified in this Contract.

7.2 The schools identified in Exhibit A-2 and Exhibit A-3 are subject to change.

7.3 Contractor and its staff shall comply with the following:

7.3.1 School districts' regulations for being on campus including, but not limited to, having updated Tuberculosis (TB) tests on file; and

7.3.2 School policy regarding access to areas other than those designated by each school without prior approval from a school administrator.

8.0 SERVICE DELIVERY SITES

8.1 Contractor shall not provide services to Students at participating schools without appropriate caregiver and school permission. Contractor's failure to comply will delay or deny services to Students and shall be considered in non-compliance with this Contract.

8.2 Contractor shall provide Tutoring to Students at his/her school.

8.2.1 Tutoring Services at school shall occur before the classes begin, during a period when Student does not have a scheduled class, and after school hours, but no later than 5:00 p.m.

- 8.2.2 Participating schools may prefer that Students receive Tutoring services without being pulled out of classes. Therefore, Contractor shall provide services either before classes begin, after school, or at a time that is agreeable to participating schools.
- 8.2.3 Contractor shall not leave Students unattended during, or after, on-campus sessions and should dismiss all students at the end of the session and make sure that no student is left alone in the room before leaving and locking the doors.
- 8.3 Contractor shall provide tutoring services at the home of Students on scheduled school days, weekends, and/or at community libraries located close to the Student's home provided that:
 - 8.3.1 Student's schedule is not conducive to on-campus Tutoring;
 - 8.3.2 Written permission has been obtained in advance from the parents or caregivers of the Student;
 - 8.3.3 The tutoring session does not exceed two (2) hours;
 - 8.3.4 The tutoring session does not go beyond 7:00 p.m. at home on scheduled school days;
 - 8.3.5 The tutoring session is scheduled to begin no earlier than 8:00 a.m. and no later than 12:00 noon at home on weekends, or at a mutually agreed time that is convenient for the family;
 - 8.3.6 Confirmation has been made with the caregiver that he/she will be present at home during scheduled home tutoring sessions with the student;
 - 8.3.7 The tutoring session does not go beyond 5:00 p.m. at community libraries; and
 - 8.3.8 Confirmation has been made with the caregiver that he/she has made arrangements for transporting the student to and from the library.

9.0 SCOPE OF WORK

- 9.1 Contractor shall provide the services specified in this Contract to Students referred to Contractor by DCFS and Probation. The Students that will be referred will be attending the participating schools listed in Exhibit A-2, Participating Schools and Districts. The County will make every effort to refer approximately 400 Students (100 students per region) to the Contractor during the course of this Contract. In the event that the estimated number of referrals does not reach 400 Students, the County, at its sole discretion, will seek out and add other schools willing to participate.

9.1.1 Contractor shall collaborate with the County to ensure that the appropriate number and levels of its staff and resources are in place at the specified schools to provide services each semester.

9.2 Referral Process

The County will forward referrals to the CPD or designee via email or fax. Contractor shall acknowledge receipt of each referral by notifying the County within one (1) business day via e-mail or fax.

9.2.1 DCFS and Probation will use Exhibit A-4, Student Intake, Assessment, and Referral, to initiate and convey referrals to Contractor.

9.2.2 The County's referral to Contractor may include a multiple listing of Students referred for services under one Student Intake and Referral form.

9.2.3 In the event that the Contractor discovers Students at participating schools who may be eligible for services, Contractor shall forward to the County the names of such Students.

9.2.3.1 The discovery may occur based on information Contractor receives from teachers, counselors, administrators, or other students.

9.2.3.2 Upon confirmation of eligibility, County may formally refer such Students to Contractor.

9.2.4 Contractor shall begin providing services to Students within two weeks of receiving consent from his or her parent or caregiver, or from the Student if he or she is 18 years of age or older. Contractor shall not provide services to Students without such consent. If Contractor does not receive consent form within two weeks, no further attempts will be made and no services will be provided.

9.3 Academic Skills Test

9.3.1 Within 10 business days from receipt of the signed consent for services specified in subparagraph 9.2.4 above, Contractor shall conduct an Academic Skills Test for each Student prior to the Core Meeting so that the following can occur:

9.3.1.1 Establishment of baseline data regarding a Student's academic skills, strengths, and weaknesses; and

9.3.1.2 Development of the Education Case Plans for each Student.

9.3.2 Contractor shall use the County approved Academic Skills Test to conduct pre-service and post-service testing for each Student. Contractor shall provide an Academic Skills Test that meets the following criteria:

- 9.3.2.1 Appropriate for student's grade level (K-12);
- 9.3.2.2 Identifies strengths and weaknesses in academic areas such as reading/language arts, mathematics, science, and social studies;
- 9.3.2.3 Assists the Tutor in determining target areas for students to work on;
- 9.3.2.4 Ability to conduct pre and post testing to evaluate student progress;
- 9.3.2.5 Field tested to ensure valid and reliable results; and
- 9.3.2.6 Easily administered and scored.
- 9.3.2.7 Pre-service Test: Contractor shall administer the Academic Skills Tests for each Category 1 and Category 2 Students at the beginning of the semester, or at the time Student begins services, the results of which shall be provided at the Core Meeting.
 - 9.3.2.7.1 Contractor shall provide copies of the results of the pre-service Academic Skills Test at least three (3) days prior to the scheduled Core Meetings and shall ensure that the CPMs, CSWs, and DPOs receive copies.
- 9.3.2.8 Post-service Test: Contractor shall administer the Academic Skills Tests for each Category 1 and Category 2 Students at the end of the semester, or at the time Student completes his/her scheduled services. Post-service testing will show the academic progress of each Category 1 and Category 2 Students as compared to the results of their pre-service tests.
 - 9.3.2.8.1 Contractor shall provide copies of the results of the post-service Academic Skills Test at least three (3) days prior to the scheduled Core Meetings and shall ensure that the CPMs, CSWs, and DPOs receive copies.

9.4 Core Meetings

9.4.1 Core Meetings are scheduled prior to providing services to Students and may occur again prior to the Student achieving his or her Education Case Plan goals, but will occur around the time the Student actually achieves his or her Education Case Plan goals and completes services. Additional Core

Meetings can be scheduled if any issues are not resolved as a result of Care Team Meetings.

9.4.2 Contractor shall schedule a Core Meeting to occur at the school after the pre-service Academic Skills Test is completed for the Student. Attendees of Core Meetings include the Student; the parent, caregiver, or the holder of the Student's education rights; the Student's counselor; the Contractor's Tutor; and the CSW or DPO. Other attendees, such as school psychologists and teachers, may be included as necessary.

9.4.2.1 Tutor shall attend Core Meetings to discuss a Student's academic issues and goals with other attendees. As a result of the Core Meeting, the Tutor shall collaborate with the CSW or DPO to develop an Education Case Plan for the Student.

9.5 Care Team Meetings

9.5.1 Contractor shall attend Care Team Meetings to discuss issues that are occurring with Category 1 Students, and to share data and address challenges to meet the service needs of these Students.

9.5.2 Participants include the CSW, DPO, the CPMs, the CPD, the Tutor, and Counselor. The County schedules the meetings to occur about every two (2) weeks during the school semester.

9.5.3 The Care Team meetings are scheduled by the County to occur bi-weekly or scheduled as agreed to by County and Contractor.

9.5.4 Tutors shall provide information regarding Students' issues at each Care Team meeting, including, but not limited to, the following:

9.5.4.1 Weekly contact and monitoring of Student's progress, specifically tutoring, attendance, and homework completion;

9.5.4.2 Contact with school counselor and/or teacher regarding Student's behavior in class; and

9.5.4.3 Documentation when a Student lacks participation or is absent from two consecutive tutoring sessions, unless the absence is deemed acceptable and approved.

9.6 Education Case Plan

9.6.1 Tutor shall collaborate with CSW or DPO to prepare an Education Case Plan (ECP) for each Student to set goals for addressing academic deficiencies. Such collaboration shall begin at the Core Meeting and shall include any input from teachers, counselors, and school officials.

- 9.6.2 Contractor shall work with CSWs and DPOs to complete ECPs within five (5) business days from the initial Core meeting.
- 9.6.3 Contractor shall ensure that each ECP is appropriate for the Student and that his/her needs are appropriately reviewed so that all school based services are provided in accordance with the ECP.
- 9.6.4 Tutor, in collaboration with CSW or DPO, shall consider all academic aspects, including, but not limited to the following, when preparing ECPs:
 - 9.6.4.1 Student's school schedule;
 - 9.6.4.2 Input from Core Meeting attendees;
 - 9.6.4.3 Academic Skills Tests results;
 - 9.6.4.4 School records, transcripts, report cards, school attendance records, school behavior and discipline records;
 - 9.6.4.5 California Standardized Test (CST), California English Language Development Test (CELDT), and the California High School Exit Examination (CAHSEE) scores; and
 - 9.6.4.6 Individualized Education Program (IEP).
- 9.6.5 Tutor, in collaboration with CSW or DPO, shall incorporate detailed plans for academic remediation that shall include, but shall not be limited to, the following for each ECP:
 - 9.6.5.1 Educational strengths to be reinforced;
 - 9.6.5.2 Academic areas needing improvement and plans for addressing them;
 - 9.6.5.3 Homework and course completion;
 - 9.6.5.4 Obtaining required high school graduation credits;
 - 9.6.5.5 Extra-curricular school activities; and
 - 9.6.5.6 Post-high school and higher education or vocational training goals.

9.7 Tutoring Services

Tutoring services shall be provided in the school, home, and/or library. An estimated 400 Students require tutoring services during an estimated 180 days per school year over a period of 36 weeks. Tutoring may be provided during the

Summer session, which usually occurs during June and July. DCFS estimates that 43,200 staff hours will be required annually to meet the Tutoring requirements of this Contract.

9.7.1 Contractor shall provide a program of Tutoring to Category 1 and Category 2 Students. Category 1 Students shall have priority to receive Tutoring services.

9.7.2 Contractor shall provide Tutoring that is tailored to each Student's academic needs in accordance with the Education Case Plan. Tutors shall assist Students and guide them so that they independently improve in school subject areas where they are performing poorly and in overall academic skills.

9.7.2.1 Contractor shall provide One-on-One Tutoring to a single Student per session, as prescribed in the Education Case Plan or as agreed to between the Tutor and the CSW or DPO.

9.7.2.2 Contractor shall provide Small Group Tutoring to Students in groups no larger than 20 per session or as agreed to between the Tutor and the CSW or DPO.

9.7.2.3 Contractor shall provide each Student with a minimum of two (2) hours of Tutoring for as many numbers of weeks as necessary, but not to exceed 36 weeks per school year.

9.7.2.4 Contractor shall provide a flexible schedule when providing Tutoring services to Students.

9.7.2.5 Contractor shall obtain clearance from the caregiver/parent as to the choice of venue.

9.7.2.6 Tutors shall provide tutoring on the subjects and academic skill areas as delineated in the Education Case Plan.

9.7.2.7 Tutors shall make adjustments based on feedback from Core Meetings and Care Meetings.

9.7.2.8 Tutors shall follow basic guidelines for effective tutoring, such as the following:

9.7.2.8.1 Tutor at a level within the Student's grasp so that he or she is not overwhelmed, frustrated, or discouraged;

9.7.2.8.2 Create an atmosphere of success;

9.7.2.8.3 Find ways to motivate and to foster active learning;

- 9.7.2.8.4 Be sensitive to the Student's ability, as well as any emotional, personal, physical problems the student may exhibit and immediately bring them to the CSW's or DPO's attention;
- 9.7.2.8.5 Work cooperatively with faculty whose courses you are tutoring and engage them for suggestions in helping Students.
- 9.7.2.9 Tutors shall provide Tutoring and academic remediation that shall include, but shall not be limited to, the following:
 - 9.7.2.9.1 Understanding and completing all assignments on time;
 - 9.7.2.9.2 Addressing deficiencies in Math and English skills, and other subjects;
 - 9.7.2.9.3 Enrolling in note-taking skills class;
 - 9.7.2.9.4 Developing test-taking strategies;
 - 9.7.2.9.5 Coping with test-taking and other academic anxieties;
 - 9.7.2.9.6 Addressing areas specific to Student in accordance with the Education Case Plan;
 - 9.7.2.9.7 Providing overall academic growth and enrichment.
- 9.7.2.10 Upon request, Contractor shall provide Spanish-speaking tutors for Spanish-speaking students.
- 9.7.2.11 Contractor shall create and maintain attendance logs to document Students attending tutoring sessions and receiving tutoring services, copies of which shall be provided to County with each invoice. Attendance log shall include, but shall not be limited to the following:
 - 9.7.2.11.1 Each Student's Name (printed);
 - 9.7.2.11.2 Date of tutoring services;
 - 9.7.2.11.3 Location of tutoring services;
 - 9.7.2.11.4 Name of Tutor;

9.7.2.11.5 Number of hours of one-on-one tutoring services for each Student;

9.7.2.11.6 Number of hours of small group tutoring services for each Student; and

9.7.2.11.7 Each Student's signature.

9.7.2.12 Contractor shall differentiate between Category 1 and Category 2 Students on all attendance logs and on all monthly reports required in this Contract.

9.7.2.13 Contractor shall monitor Student's academic progress, and provide reports to the CSW or DPO upon request.

9.7.2.14 Contractor shall consult with CSWs and DPOs on ways to help Students meet goals toward high school graduation, and shall schedule Post-service Core Meetings to address any unresolved issues.

9.8 Special Education

DCFS expects that special education tasks will occur for an estimated 60 Students annually. Contractor shall provide Special Education services to Students.

9.8.1 Student Advocate shall advocate for the implementation of special education services where appropriate for Students. Special Education shall include, but shall not be limited to, working with Students, school administrators, and the education rights holders to:

9.8.1.1 Obtain the education records to review the child's skill levels, service needs, and appropriate placement in school, including special education for those children with an Individualized Education Program (IEP); and

9.8.1.2 Appropriately apply Special Education laws and regulations, including an ability to advocate for foster children who are in need of Special Education Services and attend IEP meetings.

9.9 Credit Recovery

Foster and Probation Students often change schools due to changes in placement. As a result, credit for fully or partially completed courses taken at other previously attended schools often go undocumented. The Credit Recovery process will assist Students with obtaining such missing credits toward high school graduation.

9.9.1 DCFS expects that Credit Recovery tasks will occur for an estimated 60 Students annually.

9.9.2 The Student Advocate shall manage credit recovery for Students in accordance with Exhibit A-6, Credit Recovery Guidelines.

9.10 Course Make-up

DCFS expects that Course Make-up tasks will occur for an estimated 120 Students annually. Contractor shall provide Course Make-up services to Students.

9.10.1 Student Advocate shall assist managing Course Make-up for Students. Course Make-up shall include, but shall not be limited to, working with Student, school administrators, and the education rights holders to arrange for courses to be made up by Students who dropped or failed such courses.

9.10.2 The Credit Make-up process ensures that Students are appropriately credited with the requisite number of credits toward high school graduation.

9.11 General Support

Contractor shall provide a comfortable and safe environment for Students to focus on broad-based information, and shall refer Students to resources that cover areas including, but not limited to, the following:

9.11.1 Character and coping skills training to improve learning during class and tutoring sessions;

9.11.2 Personal money management;

9.11.3 Referrals to community and cultural workshops and events;

9.11.4 Lessons on common computer programs, on-line search tools, navigation, and keyword searches; and

9.11.5 Lessons on library book search, and glossary and index navigation.

9.12 Higher Education and Employment

9.12.1 Contractor shall meet with each Student to provide individualized motivation and support to encourage higher education, vocational skills, and employment.

9.12.2 Contractor shall provide Students with direction and assistance with plans to obtain higher education after high school graduation, as requested by the Student, CSW, or DPO. Contractor shall assist and direct Students with all aspects of application and enrollment including, but not limited to, the following:

- 9.12.2.1 Individual or group exploration of colleges or schools on-campus, on-line, or via presentations by college or school representatives to encourage higher education and broaden exposure to academic opportunities locally and abroad. Related field trips, if any, are subject to County approval prior to the event, and if approved by the County, shall include transportation, entrance fees, and chaperones;
- 9.12.2.2 College access, planning, application assistance, and obtaining grants and scholarships;
- 9.12.2.3 Taking the necessary standard tests and entrance exams;
- 9.12.2.4 Free Application for Federal Student Aid (FAFSA); and
- 9.12.2.5 Financial aid workshops.

9.12.3 Contractor shall provide Students assistance, motivation, and support for seeking and obtaining employment and/or paid vocational on-the-job training including, but not limited to, the following:

- 9.12.3.1 Employment and career exploration, resume writing, and job search strategies;
- 9.12.3.2 Assistance with completing employment applications;
- 9.12.3.3 Assistance with employment interview training;
- 9.12.3.4 Arrange for work experience so Students gain a realistic view of work environments related to their career/employment interests, when possible;
- 9.12.3.5 Information and details to access vocational services programs;
- 9.12.3.6 Social and cultural enrichment services to enhance career and job opportunities; and
- 9.12.3.7 Summer job placement, applications, resume writing, and job search strategies.

9.13 Notice of Services Terminated

Contractor shall attach to each monthly report written notification as to when services to Students have been terminated. The notification shall include the following information:

- 9.13.1 Service completion date;

9.13.2 Explanation for reason of termination of service; and/or

9.13.3 Service termination resulting from Student's failure to comply with program requirement or failure to participate.

10.0 GREEN INITIATIVES

10.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

10.2 Contractor shall notify CPM of Contractor's proposed green initiative outline in their proposal and any new green initiatives prior to the Contract commencement.

PART D – RECORDS AND MONITORING

11.0 QUALITY ASSURANCE MONITORING

- 11.1 Contractor shall produce and implement a Quality Assurance Plan (QAP) to monitor and evaluate its performance and ensure that Contract requirements are met.
- 11.2 Contractor shall incorporate the use of Exhibit A-1, Performance Requirements Summary, in its QAP and include a plan to ensure uninterrupted service in the event of a strike by either party's employees or other potential disruption in service.
- 11.3 Contractor shall provide a copy of its QAP to each CPM when the Contract commences, and as changes occur, and shall maintain documentation of its scheduled (quarterly or semi-annual) monitoring and evaluation activities.
- 11.4 Contractor shall: 1) immediately notify each CPM of any difficulty, problem, or incidents which may impact or delay the progress or completion of work; and 2) work with each CPM to resolve such issues to avoid further problems.
- 11.5 Contractor shall work with each CPM to quickly resolve any issues that emerge regarding Contractor's performance.
- 11.6 Each CPM, or other authorized personnel, will monitor Contractor's performance in accordance with Part II, Section 24.0, County's Quality Assurance Plan, of the Contract, and Exhibit A-1, Performance Requirements Summary.
- 11.7 If service delivery is deficient or Contract requirements not met, the CPM(s) will notify Contractor Project Director by phone, email, written notice and/or User Complaint Report (UCR), Attachment K. Contractor shall respond within 48 business hours of receipt.

12.0 DATA COLLECTION

Contractor shall collect, manage, and submit data as directed by the County to demonstrate outcomes inclusive of the new guidelines set forth by DCFS. Proposer shall work with the County to develop and implement tracking systems which include participant characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided, and survey instruments. Contractor shall perform data entry to support these activities.

13.0 CONTRACTOR'S RECORDS

- 13.1 Contractor shall maintain records documenting the services it provided to Students under this Contract. At a minimum, Contractor's records shall include the following:

- 13.1.1 DCFS/Probation Referral form;
 - 13.1.2 Completed Education Case Plan;
 - 13.1.3 Progress notes;
 - 13.1.4 Tutoring Attendance Logs;
 - 13.1.5 Attendance Monitoring;
 - 13.1.6 Grade checks; and
 - 13.1.7 Tutoring Progress Reports
- 13.2 Contractor shall maintain all records in accordance with Part II, Section 48.0, Record Retention and Inspection/Audit Settlement of this Contract.
- 13.3 Contractor shall immediately make all records available for County to review upon request.
- 13.4 Contractor shall provide an Evaluator (subcontractor) who shall be responsible for designing the evaluation model, ensuring its fidelity to data collection protocols, analyzing data, and developing formal evaluation reports.

PART E – PERFORMANCE AND OUTCOME GOALS

14.0 PROGRAM OUTCOMES

This Contract adheres to the outcome goals established by the County for Child Safety and Well-Being, as follows:

PROGRAM OUTCOME SUMMARY – SAFETY		
PROGRAM OUTCOME GOALS: Ensure that children and youth are free from abuse and neglect for the duration of the Contract.		
OUTCOME INDICATORS	PERFORMANCE TARGETS	DATA COLLECTION
Substantiated allegations against Contractor.	100% of the corrective action plan successfully implemented.	<ul style="list-style-type: none"> • Corrective Action Plans • Tutoring Progress Reports and Monthly Service Reports • Annual Summary Reports • Special Incident Reports • Child / Children Interview
Contractor shall report any and all suspicions of child abuse and neglect made known to them.	100% of suspected child abuse and neglect incidents reported to the Child Protection Hotline and/or appropriate law enforcement agency.	

14.1 Child Safety is defined as freedom from Abuse and Neglect. Contractor shall do its part to ensure Child Safety under this Contract, including strict adherence to the following goals, which are summarized in Exhibit A-1, attached:

14.1.1 One hundred percent (100%) of suspected child abuse and neglect incidents reported to the Child Protection Hotline and/or appropriate law enforcement agency.

14.1.2 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 Managers.

PROGRAM OUTCOME SUMMARY - WELL-BEING

PROGRAM OUTCOME GOALS: Improve academic performance and increase graduation rates by the end of the school year.

OUTCOME INDICATORS	PEFORMANCE TARGETS	DATA COLLECTION
1. School Truancy	90% of all Students who demonstrate poor school attendance shall have improved school attendance indicated by a reduction in the number of truant absences as compared against the previous school year or school quarter attendance records prior to the start of the contract services.	Attendance Reports School Attendance Review Board (SARB) Reports CSW and DPO Records Contractor Reporting
2. Behavior	90% of Students shall achieve an improvement in behavior indicated by a reduction in school discipline incidents as compared against previous school year or school quarter incident reports prior to commencement of contract services.	Special Incident Report School Records Report Cards CSW and DPO Records Contractor Reporting
3 Homework Completion	95% of all Students shall improve in the area of homework completion and show improvement in the subject area(s) in which they received homework assistance.	Teacher reports/survey School Records Report Cards CSW and DPO Records Contractor Reporting
4. Grades and Test Scores	95% of all Students shall show improvement on report card grades or grade checks on subjects tutored as compared against previous school semester or school year reports prior to commencement of contract services.	School Report Cards and Progress Reports School Records Report Cards CSW and DPO Records
5. Graduation	95% of Students who are high school seniors shall earn a high school diploma or certificate of completion, or enroll in continuation or adult school, or obtain a GED.	High School Diploma or certificate of completion School Records Report Cards CSW and DPO Records

14.2 Well-Being refers to a child's educational, emancipation preparation, medical, dental, psychological, and psychiatric well-being. Contractor shall adhere to the delivery of the specified services to accomplish the Outcome Goals for Well-Being.

14.3 Monthly Reports:

- 14.3.1 Contractor shall submit separate, comprehensive monthly reports to the DCFS and Probation CPMs regarding each Department's respective Students.
- 14.3.2 Contractor shall differentiate between Category 1 and Category 2 Students on all monthly reports, as well as on other reports required by the County.
- 14.3.3 Contractor's monthly report shall be submitted by the second week of the month that follows the subject month of the report.
- 14.3.4 Contractor's monthly reports shall include, but shall not be limited to, the following elements:
 - 14.3.4.1 Date the report is completed;
 - 14.3.4.2 The monthly period the report is covering;
 - 14.3.4.3 Number of Students enrolled;
 - 14.3.4.4 Names of Students indicating active, inactive or terminated status, and the reasons for inactivity or termination;
 - 14.3.4.5 The level and type of services received by each Student;
 - 14.3.4.6 Student attendance logs for all tutoring sessions indicating the number of hours tutored;
 - 14.3.4.7 The results of all Academic Skills Tests completed for the reported month; and
 - 14.3.4.8 Narrative indicating the academic progress for each Student.
- 14.3.5 Contractor shall include in the Monthly Service Report copies of any and all Corrective Action Plans issued, if applicable, during the prior month and notes on any changes to internal processes, policies, or procedures required to comply with any Corrective Action Plans.
- 14.3.6 Upon request, Contractor shall provide DCFS and Probation with additional data relative to Student's progress.
- 14.3.7 The format of Contractor's monthly report and subsequent revisions thereto, shall be based on mutual agreement.

14.5 End of school-year Summary Report

Within 30 days of the end of the school year, Contractor shall prepare a report that summarizes the data contained in all Monthly Reports for the school year and submit a copy of the report to each CPM.

14.6 Report Submission

Contractor shall submit all Reports to:

County of Los Angeles
Department of Children and Family Services
12440 E. Imperial Hwy., Suite 544
Norwalk, CA 90650
Attention: Jennifer Hottenroth, Assistant Division Chief

County of Los Angeles
Department of Probation
9150 E. Imperial Hwy., Room B49
Downey, CA 90242
Attention: Adam Bettino, Probation Director

PERFORMANCE REQUIREMENTS SUMMARY			
REQUIRED SERVICES	PERFORMANCE STANDARD	MONITORING METHOD	REMEDIES FOR NON-COMPLIANCE
<p>1. <u>Academic Skills Testing</u> Contractor shall ensure that Students receive pre-service and post-service Academic Skills Testing.</p> <p>2. <u>Education Case Plan</u> Contractor's Tutors shall attend Core Meetings and collaborate with CSWs and DPOs to develop the Education Case Plan.</p> <p>3. <u>Tutoring</u> Contractor's Tutors shall provide the Tutoring Services delineated in each Education Case Plan and deliver such services in accordance with this Contract.</p> <p>4. <u>Special Education</u> Contractor's Student Advocate shall advocate for Students who might need Special Education.</p> <p>5. <u>Credit Make-up</u> Contractor's Student Advocate shall manage all Credit Make-up efforts for Students.</p> <p>6. <u>Credit Recovery</u> Contractor's Student Advocate shall manage all Credit Recovery efforts for Students.</p>	<p>No more than two (2) substantiated incidents of Contract non-compliance within a 12-month period.</p>	<p>County will monitor the Contractor's performance and the delivery of services by utilizing one or more of the following methods:</p> <ol style="list-style-type: none"> 1. Observation; 2. Contractor's Records; 3. Monthly Report; 4. School Records; 5. Education Case Plan; 6. CSW and DPO Records; and 7. Attendance Logs. 	<p>For each substantiated incident of Contract non-compliance, Contractor shall respond in writing within 48 hours from receipt of notice of the incident.</p> <p>Contractor shall respond with a written Corrective Action Plan (CAP) that shall include an explanation of the problem and the proposed remedy, which shall be subject to County approval.</p> <p>The Contractor's invoice is subject to a single deduction of \$250 by the County, at its sole discretion, when the following occurs:</p> <ol style="list-style-type: none"> 1. Over two (2) substantiated incidents of Contract non-compliance occur within a 12-month period; and 2. County rejects as incomplete and/or unsatisfactory any written CAP that Contractor submits in response to a substantiated incident; - OR - 3. Contractor fails to submit a written response and/or CAP, as required, for each documented and substantiated incident of Contract non-compliance.

PARTICIPATING SCHOOLS AND DISTRICTS						
The following schools and districts are currently participating with the County so that eligible foster and Probation Students can receive the services specified in this Contract. Contractor shall negotiate with these schools and districts to gain access to these campuses to provide the services to Students.						
School District	School Name and Address	Youth To Be Served		SPA Group	Sup District	
		DCFS	Probation			
1	Antelope Valley Joint Union High School District	Palmdale High 2137 East Avenue R Palmdale, CA 93550	YES	YES	North Group - SPA 1 & SPA 2	5
2	Antelope Valley Joint Union High School District	William J. (Pete) Knight High 37423 70 th Street East Palmdale, CA 93552	YES	YES	North Group - SPA 1 & SPA 2	5
3	Los Angeles Unified School District	Olive Vista Middle 14600 Tyler St. Sylmar, CA 91342	YES	NO	North Group - SPA 1 & SPA 2	5
4	Los Angeles Unified School District	Vista Middle 15040 Roscoe Blvd. Van Nuys, CA 91402	YES	NO	North Group - SPA 1 & SPA 2	3
5	Los Angeles Unified School District	Endeavor Middle 43755 45th Street West Quartz Hill, CA 93536	YES	NO	North Group - SPA 1 & SPA 2	5
6	Los Angeles Unified School District	Monroe High 9229 Haskell Ave North Hills, CA 91343	YES	YES	North Group - SPA 1 & SPA 2	3
7	Los Angeles Unified School District	Panorama High 8015 Van Nuys Blvd Panorama, CA 91402	YES	YES	North Group - SPA 1 & SPA 2	3
8	Los Angeles Unified School District	Van Nuys High 6535 Cedrose Ave Van Nuys, CA 91411	YES	YES	North Group - SPA 1 & SPA 2	3
9	Los Angeles Unified School District	San Fernando High 11133 O'Melveny Ave San Fernando, CA 91340	YES	YES	North Group - SPA 1 & SPA 2	3
10	Los Angeles Unified School District	San Fernando Middle 130 N Brand Blvd. San Fernando, CA 91340	YES	NO	North Group - SPA 1 & SPA 2	3

PARTICIPATING SCHOOLS AND DISTRICTS

The following schools and districts are currently participating with the County so that eligible foster and Probation Students can receive the services specified in this Contract. Contractor shall negotiate with these schools and districts to gain access to these campuses to provide the services to Students.

School District		School Name and Address	Youth To Be Served		SPA Group	Sup District
			DCFS	Probation		
11	Los Angeles Unified School District	Cleveland High 8140 Vanalden Ave. Reseda, CA 91335	YES	YES	North Group - SPA 1 & SPA 2	3
12	Bonita Unified School District	Bonita High 3102 D Street La Verne, CA 91750	YES	YES	East Group - SPA 3 & SPA 4	1
13	El Monte Union High School District	El Monte High 3048 Tyler Ave El Monte, CA 91731	YES	YES	East Group - SPA 3 & SPA 4	1
14	El Monte Union High School District	Rosemead High 9063 Mission Dr. Rosemead, CA 91770	YES	YES	East Group - SPA 3 & SPA 4	1
15	El Monte Union High School District	Mountain View High 2900 Parkway Dr El Monte, CA 91732	YES	YES	East Group - SPA 3 & SPA 4	1
16	El Monte Union High School District	South El Monte HS 1001 Durfee Ave. South El Monte, CA 91733	YES	YES	East Group - SPA 3 & SPA 4	1
17	El Monte Union High School District	Ladesma Continuation High 12347 Ramona Blvd, El Monte, CA 91732	YES	YES	East Group - SPA 3 & SPA 4	1
18	Azusa Unified School District	Azusa High 240 North Cerritos Avenue Azusa, CA 91702	YES	YES	East Group - SPA 3 & SPA 4	1, 5
19	Azusa Unified School District	Gladstone High 1340 North Enid Avenue Covina, CA 91722	YES	YES	East Group - SPA 3 & SPA 4	1, 5
20	El Rancho Unified School District	El Rancho High 6501 Passons Blvd, Pico Rivera, CA 90660	YES	YES	East Group - SPA 3 & SPA 4	1
21	Compton Unified School District	Dominguez High 15301 S San Jose Ave. Compton, CA 90221	YES	YES	West Group - SPA 5 & SPA 6	2

PARTICIPATING SCHOOLS AND DISTRICTS

The following schools and districts are currently participating with the County so that eligible foster and Probation Students can receive the services specified in this Contract. Contractor shall negotiate with these schools and districts to gain access to these campuses to provide the services to Students.

School District	School Name and Address	Youth To Be Served		SPA Group	Sup District	
		DCFS	Probation			
22	Compton Unified School District	Compton High 601 S Acacia Ave. Compton, CA 90220	YES	YES	West Group - SPA 5 & SPA 6	2
23	Compton Unified School District	Centennial High 2606 N. Central Ave Compton, CA 90222	YES	YES	West Group - SPA 5 & SPA 6	2
24	Los Angeles Unified School District	Fremont High 7676 S. San Pedro Street Los Angeles, CA 90003	NO	YES	West Group - SPA 5 & SPA 6	2
25	Los Angeles Unified School District	Crenshaw High 5010 11th Ave Los Angeles, CA 90043	YES	YES	West Group - SPA 5 & SPA 6	2
26	Los Angeles Unified School District	Audubon Middle 4120 11th Ave. Los Angeles, CA 90008	YES	NO	West Group - SPA 5 & SPA 6	2
27	Los Angeles Unified School District	Gardena High 1301 W 182nd St. Gardena, CA 90248	YES	YES	West Group - SPA 5 & SPA 6	2, 4
28	Los Angeles Unified School District	Horace Mann Middle 7001 South St., Andrews Place, Los Angeles, CA 90047	YES	NO	West Group - SPA 5 & SPA 6	2
29	Los Angeles Unified School District	Manual Arts High 4131 S Vermont Ave. Los Angeles, CA 90037	YES	YES	West Group - SPA 5 & SPA 6	2
30	Los Angeles Unified School District	Dorsey High 3537 Farmdale Ave. Los Angeles, CA 90016	YES	YES	West Group - SPA 5 & SPA 6	1, 2
31	Los Angeles Unified School District	Bell High 4328 Bell Ave Bell, CA 90201	YES	YES	South Group - SPA 7 & SPA 8	1
32	Los Angeles Unified School District	Huntington Park High 6020 Miles Ave Huntington Park, CA 90255	YES	YES	South Group - SPA 7 & SPA 8	1

PARTICIPATING SCHOOLS AND DISTRICTS

The following schools and districts are currently participating with the County so that eligible foster and Probation Students can receive the services specified in this Contract. Contractor shall negotiate with these schools and districts to gain access to these campuses to provide the services to Students.

School District		School Name and Address	Youth To Be Served		SPA Group	Sup District
			DCFS	Probation		
33	Los Angeles Unified School District	Narbonne High 24300 Western Ave. Harbor City, CA 90710	YES	YES	South Group - SPA 7 & SPA 8	2, 4
34	Los Angeles Unified School District	Annalee Elementary 19410 Annalee Avenue Carson, CA 90746	YES	NO	South Group - SPA 7 & SPA 8	2
35	Los Angeles Unified School District	Carson High 22328 S. Main Street Carson, CA 90745	YES	YES	South Group - SPA 7 & SPA 8	4
36	Long Beach Unified School District	Cabrillo High 2001 Santa Fe Ave. Long Beach, CA 90810	YES	YES	South Group - SPA 7 & SPA 8	4
37	Long Beach Unified School District	Jordan and Jordan Plus High 6500 Atlantic Ave. Long Beach, CA 90805	YES	YES	South Group - SPA 7 & SPA 8	4

SCHOOLS AND DISTRICTS PENDING NEGOTIATIONS						
DCFS plans to negotiate agreements with the following schools and districts so that eligible foster and Probation Students can receive the services specified in this Contract. Contractor shall negotiate separate agreements with these schools and districts to gain access to these campuses and provide a copy of the agreement to both the DCFS and Probation CPM before providing services to Students.						
School District		School Name and Address	Youth To Be Served		SPA Group	Sup District
			DCFS	Probation		
A	Pomona Unified School District	Ganesha High 1151 Fairplex Dr. Pomona, CA 91768	YES	YES	East Group - SPA 3 & SPA 4	1, 5
B	Pomona Unified School District	Pomona High 475 Bangor St. Pomona, CA 91767	YES	YES	East Group - SPA 3 & SPA 4	1
C	Pomona Unified School District	Garey High 321 W Lexington Ave. Pomona, CA 91766	YES	YES	East Group - SPA 3 & SPA 4	1, 4
D	Pomona Unified School District	Marshall Middle 1921 Arroyo Ave. Pomona, CA 91768	YES	YES	East Group - SPA 3 & SPA 4	1, 5
E	Pomona Unified School District	Fremont Academy Middle 725 W. Franklin Ave. Pomona, CA 91766	YES	YES	East Group - SPA 3 & SPA 4	1, 4
F	Pomona Unified School District	Emerson Middle 635 Lincoln Ave. Pomona, CA 91767	YES	YES	East Group - SPA 3 & SPA 4	1
G	Montebello Unified School District	Montebello High 2100 W Cleveland Ave Montebello, CA 90640	YES	YES	East Group - SPA 3 & SPA 4	1
H	Montebello Unified School District	Bell Gardens High 6119 Agra St. Bell Gardens, CA 90201	YES	YES	East Group - SPA 3 & SPA 4	1, 4
I	Montebello Unified School District	Schurr High 820 Wilcox Avenue Montebello, CA 90640	YES	YES	East Group - SPA 3 & SPA 4	1
J	Montebello Unified School District	La Merced Intermediate 820 Wilcox Avenue Montebello, CA 90640	YES	YES	East Group - SPA 3 & SPA 4	1

SCHOOLS AND DISTRICTS PENDING NEGOTIATIONS						
DCFS plans to negotiate agreements with the following schools and districts so that eligible foster and Probation Students can receive the services specified in this Contract. Contractor shall negotiate separate agreements with these schools and districts to gain access to these campuses and provide a copy of the agreement to both the DCFS and Probation CPM before providing services to Students.						
School District		School Name and Address	Youth To Be Served		SPA Group	Sup District
			DCFS	Probation		
K	Montebello Unified School District	Bell Gardens Intermediate 5841 Live Oak Street Bell Gardens, CA 90201	YES	YES	East Group - SPA 3 & SPA 4	1, 4
L	Montebello Unified School District	Eastmont Intermediate 400 N Bradshaw Avenue Montebello, CA 90640	YES	YES	East Group - SPA 3 & SPA 4	1
M	Hacienda/La Puente Unified School District	La Puente High 15615 E. Nelson Ave. La Puente, 91744	YES	YES	East Group - SPA 3 & SPA 4	1
N	Hacienda/La Puente Unified School District	Los Altos High 15325 E. Los Robles Ave, Hacienda Heights, 91744	YES	YES	East Group - SPA 3 & SPA 4	1
O	Hacienda/La Puente Unified School District	Workman High 16303 E. Temple St. City of Industry, 91744	YES	YES	East Group - SPA 3 & SPA 4	1

DCFS		STUDENT INTAKE, ASSESSMENT, AND REFERRAL				EXHIBIT A-4		
Student Name (First, Last, M.I.)					<input type="checkbox"/> Cat 1	<input type="checkbox"/> High School		
Address:					<input type="checkbox"/> Cat 2	<input type="checkbox"/> Middle		
Phone & Email:					<input type="checkbox"/> Elementary			
Name of School				Grade Level		Enrollment Date		
Caregiver/Parent Name:				Phone & Email:				
Holder of Education Rights (HER)-Name/Relationship/Phone/Email if other than above:								
Student's school of origin:								
GATE or AP appropriate program or classes? <input type="checkbox"/> Yes <input type="checkbox"/> No				Current GPA:		Cumulative GPA:		
List below the schools attended by the Student where high school credit was given:								
Dates	Grade Level	School			School District			
Full/partial credits calculated from all other schools/districts? <input type="checkbox"/> Yes <input type="checkbox"/> No				Credits Needed:		Credits Earned:		
Graduation Track: <input type="checkbox"/> A-G <input type="checkbox"/> Traditional <input type="checkbox"/> AB 167 <input type="checkbox"/> Certificate of Completion								
Will Student Graduate "on time"? <input type="checkbox"/> Yes <input type="checkbox"/> No				Expected Graduation Date:				
List disciplinary action dates and reasons (detention, suspension, transfers, or expulsion):								
Explain failures/barriers to passing classes:								
Indicate if Student is receiving tutoring or other academic support services:								
Days absent this year:		Indicate results of any School Attendance Review Board hearings:						
Explain any concerns about attendance, absences or tardies (excused or unexcused):								
California High School Exit Exam (CAHSEE) Scores (Passing is 350 for 10th grade)				California Standardized Test (CST) Scores				
Math:		English-Language Arts:		Math:		English-Language Arts:		
American College Test (ACT) Scores:				SAT (Scholastic Assessment Test) Scores:				
English:	Math:	Reading:	Science:	Writing:	Writing:	Math:	Reading:	
Explain if any test was not taken:								
Individualized Education Program (IEP) info:								
Medical or Section 504 Plan considerations:								
Student Study Team (SST) Info:								
CSW Name:			Phone:		CSW Signature:			Date:
Student Signature:			Date:		Caregiver/Parent/HER Signature:			Date:

DCFS		EDUCATION CASE PLAN		EXHIBIT A-5	
Student's Name:		DOB:		<input type="checkbox"/> Cat 1	<input type="checkbox"/> High School
CSWs Name:		Phone:		<input type="checkbox"/> Cat 2	<input type="checkbox"/> Middle
Strengths:				<input type="checkbox"/> Elementary	
Challenges:					
After-school program(s) & extracurricular activities:					
Special interests:					
Post high school plans & goals (University, College, Military, Vocational, Career):					
Date of Meeting	Goals	Person to Initiate Goal	Timeline	Date Completed	
Student's Signature:		Parent/Caregiver's Name:		Parent/Caregiver's Signature:	
Tutor's Name:		Phone:		Tutor's Signature:	
				Date:	

DCFS		EDUCATION CASE PLAN		EXHIBIT A-5	
CSW Name:		Phone:	CSW Signature:		Date:
Updates					
Student's Name:			CSW's Name:		
Date					
CSW's Initials _____					
Tutor's Initials _____					
Date					
CSW's Initials _____					
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Tutor's Initials _____					

CREDIT RECOVERY GUIDELINES

Helping Foster and Probation Students Recover High School Credits

1.0 Introduction

The following guidelines are intended to direct the Student Advocate on the process for recovering credits for students being served under this Contract. Each school and school district is responsible for the recovery of credits when warranted. The Student Advocate shall work with schools and districts to facilitate the process. Although the process for credit recovery will vary with each school and school district, below are key steps to facilitate the process and increase the likelihood of successfully recovering credits.

2.0 General Guidelines

- 2.1 Students should earn approximately 30 credits per semester (60 per school year) if they pass all of their classes. Each class is usually worth 5 credits. Check with the school district to find out their specific graduation requirements and class credits, as they often vary.
- 2.2 *California Education Code Section 48645* requires each public school district and county office of education to accept, for credit, full or partial coursework satisfactorily completed by a student while attending another public school, or nonpublic, non-sectarian school or agency.
- 2.3 Schools enrolling new students should request transcripts from the previous school(s) within two business days. Best practice is to request transcripts from all previous schools the student attended, as credits may not have transferred properly from a previous school move. The best person to contact at any previous school is the registrar, school records clerk or the school counselor.
- 2.4 Schools receiving requests for a prior student's credits should send records directly to the enrolling school within two business days. Make sure they are aware of the new school the student was transferred to.

3.0 Credit Recovery Checklist

Follow these steps to assist youth recover all their credits:

- 3.1 Find out how the student was doing academically before he/she transferred. Contact the registrar, the records clerk, or the school counselor at the last school the student attended to obtain **check-out grades**. (Check-out grades are issued when a student leaves a school mid-semester and does not complete a class due to the transfer).
- 3.2 If the student transferred towards the middle of the semester (or earlier), check-out grades typically should not appear on the student's transcript because they may reflect lower grades than what the student still may be able to achieve. Ask the school representative that provided the check-out grades to verify this.
- 3.3 To help the student achieve the highest possible grades, explore if he/she can complete additional work to improve these grades. Use the check-out grades to identify failing grades or classes that were left incomplete, and consider requesting **seat time** from the student's school counselor. The school counselor will discuss this request with the appropriate teachers and calculate it based on the time the student actually spent in the classroom. The table below identifies an estimated number of credits earned per subject, based on the number of days the student attended the school. Please note the results you obtain may significantly vary from the suggested credits below.

Number of days attended	Credits earned
1-9 days	No credit/grade
10-16 days	0.5 credit per subject
17-23 days	1 credit per subject
24-30 days	1.5 credits per subject
31-37 days	2 credits per subject
38-44 days	2.5 credits per subject
45-51 days	3 credits per subject
52-58 days	3.5 credits per subject
59-65 days	4 credits per subject
66-72 days	4.5 credits per subject
73+ days	5 credits per subject

- 3.4 If the student transferred towards the end of the semester, verify whether the check-out grades are the student's final grades. (Sometimes check-out grades become final grades if the student transferred close to the end of a grading period). If the check-out grades are considered to be the final grades, then do not request seat time. Instead, explore if there are opportunities for the student to complete additional work for incomplete classes.

- 3.5 Contact the registrar/records clerk/school counselor at the student's current school site. Find out if transcripts have been received from the previous school district(s).
- 3.6 If transcripts have not been received:
- Contact the records office at the previous school site(s) the student left.
 - Ask if the student has been properly **disenrolled**. (Note: Some districts have an exit date on the transcript. Absences after the student's exit should no longer be held against the student).
 - Request that transcripts be sent to either the requestor or the new school site.
- 3.7 Ask who at the student's current school site has/will review the student's transcripts to calculate credits earned. Calculations are completed by the records clerk/school counselor at the receiving school, not by the caseworker.
- 3.8 Once the transcripts are received, review them carefully with the student to make sure that everything is correct to the best of their knowledge.
- 3.9 Review the transcripts for any enrollment gaps. Ensure that the student was enrolled for every semester they were required to be in school. If a student was not enrolled for a quarter or semester, find out why they were not in school and be sure that this information is documented appropriately in the case file or academic file.
- 3.10 If any difficulties arise, contact the Foster Youth Liaison for the school district. Every school district should have a Foster Youth Liaison. That person usually performs other functions as well, and will not be dedicated solely to Foster Youth Liaison duties.
- 3.11 Be sure to review the school records after the transfer process has been completed to ensure that all courses were appropriately credited to the student's record. Key information to be included in each student's records is as follows:
- a. Enrollment and immunization forms;
 - b. Cumulative transcript;
 - c. Achievement test scores, including:
 - California Standardized Test (CST);
 - California High School Exit Exam (CAHSEE);
 - Scholastic Aptitude Test (SAT); and/or
 - American College Testing (ACT);

- d. Progress reports and report cards;
- e. Calculation of seat time and full/partial credits earned. See *California Education Code* §49069.5(e);
- f. Gifted and Talented Education (GATE) identification/records, if applicable;
- g. Individual Education Plans (IEPs), if applicable; and
- h. Behavior logs and/or discipline records (may require specific request).



Los Angeles County
Department of Children and Family Services



PRICING SCHEDULE

TUTORING AND ACADEMIC SUPPORT SERVICES - RFP # 14-0003

Contractor hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract. Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Contract. Please submit a separate Pricing Schedule for each region.

Region	Cost per Student / per Week	Total Cost per Week (100 Students)

Please indicate either North, South, East, or West region in the box above.

*Schools are in session for an estimated 180 business days per year over a period of 36 weeks at each of the four participating school districts. Summer session usually occurs during June and July. Proposers must consider that an estimated 100 Students per region, (400 Students total), will be served annually and that each Student receives a minimum of two (2) hours of tutoring per week. To ensure sufficient staff hours for services beyond two (2) hours per week, per Student, pricing must be based on three (3) hours of tutoring per Student, per week, (36 weeks X 100 Students X 3 Hours) or 10,800 staff hours annually per region.

**DCFS expects that: 1) special education tasks will occur for an estimated 60 Students annually; 2) credit recovery tasks will occur for an estimated 60 Students annually; and 3) credit make-up tasks will occur for an estimated 120 Students annually. These numbers reflect Students at all participating schools.

Contract Periods		Proposed Cost per Period
Initial Contract Term	July 1, 2015 through June 30, 2016	\$
1 st Option to Extend Contract Term	July 1, 2016 through June 30, 2017	\$
2 nd Option to Extend Contract Term	July 1, 2017 through June 30, 2018	\$
	TOTAL FOR 3 YEARS:	\$

Authorized Signature

Print Name and Title

Date

SAMPLE LINE ITEM BUDGET
(Sample only-do not use)

1. DIRECT COSTS

A. Staff Costs:

Title/Description	Staff (FTE)	Annual Salary	Annual Cost
Project Director			
Tutors			
Student Advocate			
Subtotal Staff Cost			

B. Other Staff Costs:

Title/Description	Max Annual Hours	Hourly Rate	Annual Cost
Other			
Other			
Other			
Subtotal Staff Cost			

C. Staff Benefits and Payroll Taxes:

Description	Annual Cost
Medical Insurance	
Dental Insurance	
Federal and State Tax	
FICA Tax	
State Disability Insurance Tax	
Other	
Subtotal Cost	

D. Subcontractor Costs

Subcontractor	Max Annual Hours	Hourly Rate	Annual Cost
Subtotal Cost			

2. INDIRECT COSTS

A. Operation and Program Expenses (in proportion to services provided)

Description	Annual Cost
Liability/Auto/Professional Insurance	
Workers' Compensation Insurance	
Utilities/Land and Wireless Phone/Internet	
Transportation	
Equipment	
Supplies	
Other	
Other	
Subtotal Cost	

TOTAL ANNUAL COST (Direct + Indirect Costs)	
--	--

GENERAL INSTRUCTIONS FOR COMPLETING YOUR BUDGET NARRATIVE

(See SAMPLE Budget Narrative Below)

All Line Item Budgets shall include a Budget Narrative providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained.

The Budget Narrative must include all of the proposed budget line items within that budget category. For example, the narrative for “Payroll” or “Salaries” must include a description of each position to be funded under the contract. Use the same budget categories from your actual “Line Item Budget” in writing the narrative.

The budget narrative must provide clear and complete descriptions that: (1) explain the purpose of each budget line item; (2) how the line item is directly connected to the provision of a given service; (3) the dollar amount requested for the item: and (4) the methodology used to calculate the amount, etc.

For example:

<u>BUDGET AMOUNT</u>	<u>DESCRIPTION</u>
\$12,000	<p>Contractor’s Project Director: The Project Director supervises Project staff providing work under this Contract and administers the Contract in accordance with the Statement of Work.</p> <p>The total amount requested for Project Director is \$12,000 (\$2,500/mo x .40 x 12 months).</p>

SAMPLE BUDGET NARRATIVE
(Sample only-do not use)

Staff Cost

Budget Amount	Description

Other Staff Cost

Budget Amount	Employee Classification and Description of Services

Staff Benefits and Payroll Taxes (Based on FTE Staff)

Budget Amount	Description

Subcontractor Costs

Budget Amount	Description

Operation and Program Expenses (in proportion to services provided under this Contract)

Budget Amount	Description

EXHIBIT B TO SAMPLE CONTRACT (ATTACHMENTS)

Attachment A	Contractor's Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	Contractor Acknowledgement and Confidentiality Agreement
Attachment C-2	Contractor Employee Acknowledgement and Confidentiality Agreement
Attachment C-3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Attachment D	Auditor-Controller Contract Accounting and Administration Handbook
Attachment E	Internal Revenue Service Notice 1015
Attachment F	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment G	Safely Surrendered Baby Law Fact Sheet
Attachment H	Contractor's Administration
Attachment I	County's Administration
Attachment J	Charitable Contributions Certification
Attachment K	User Complaint Report
Attachment L	Certification of Compliance with the County's Defaulted Property Tax Reduction Program

CONTRACTOR’S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the 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 SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official’s Printed Name and Title

Authorized Official’s Signature

Date

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

TYPE OF BUSINESS STRUCTURE: _____
 (Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

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

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

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

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

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

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

M W D DV

Agency _____ Expiration Date _____

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

LAC/CBE SANCTIONS

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

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

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR shall ensure that this certification is executed and kept in employee's personnel file and must be provided to the County upon request. (Work, by the employee, cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR shall ensure that this certification is executed and kept in non-employee's file and must be provided to the County upon request. (Work, by the non-employee, cannot begin on the Contract until this document is executed.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**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.

Revision: March 2012

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 Los Angeles County (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 system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 Basis of Accounting

Unless otherwise specified by the funding source, CONTRACTORS may elect to use either the cash basis or accrual basis of accounting during the year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

The COUNTY recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis for recording financial transactions, 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:

- Recorded accruals must be reversed in the subsequent accounting period.

1.1 If a CONTRACTOR 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 each year of the contract and at the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.2 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, or are applicable to that Agreement year.

ACCOUNTING SYSTEM

2.0 Each CONTRACTOR 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 requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

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:	Debit	Credit
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 cost columns are required for salary expense and other recurring cost classifications for each program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost 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 cost classifications and description information required when a Cash Disbursements Journal is used.

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

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 the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that Contractors 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 (at a minimum last four digits of the SSN)
- 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 discussed above must be recorded in the cash disbursements journal.

Contractor will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 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 Contractor shall present an invoice to the County each calendar month to report the program(s) financial activity for the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract

period. An invoice/billing submission shall be provided to the County as required in the applicable County contract.

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. Contractor shall report to the local law enforcement agency having jurisdiction any act, or acts, which may reasonably be thought to constitute a crime and which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. Contractor shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

To the extent automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc. The computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

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, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the Contractor shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

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, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. Contractor will be required to repay County for all dollar for dollar disallowed costs. *Photocopies (including scanned images) of invoices or receipts, any internally*

generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) Contractor shall retain the original source document for inspection by County. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.

Supporting documentation is required for various types of expenditures. Contractors shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the Contractor obtains the prior written approval of the County to use a specific type of alternative documentation.

Payroll – timecards 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. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, Contractor's personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by County), 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. Contractor shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

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 beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, Contractor shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the Contractor's documentation of the propriety of the travel expenditure. 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. Maximum reimbursable lodging amount is the County's maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

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 shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the Contractor may also maintain vouchers, purchase orders, requisitions, etc.

Vehicle Expenses - A vehicle mileage log must be maintained which establishes the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company owned vehicles also applies to personal vehicles used for business purposes.

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

Loans from Employees/Related Parties – Loans to the Contractor by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into a Contractor bank account. Contractor shall also maintain documentation showing that the loan proceeds were actually used for County programs. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under the Agreement. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Contractor shall complete a disclosure statement identifying the nature of the affiliated, or related organization /persons.

Contractor shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser 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 a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) 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 – Vendor 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. Similarly, income from investments (e.g., interest or dividends), where the source of the amount

invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation 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 made available at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance at any time, without prior notice to CONTRACTOR seven days a week, when the COUNTY has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

6.0 Single Audit Requirements

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

A copy of any Single Audit report shall be filed with the COUNTY within the timeframes prescribed by the Circular 133, or under the attached Agreement.

7.0 Subcontracts

CONTRACTOR shall not 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. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.

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's use. 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

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequence of receipts issued/voided shall be periodically accounted for.

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. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

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. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in the CONTRACTOR'S accounting records.

1.4 Bank Reconciliations

Bank statements shall be received and reconciled by someone with no cash handling, or check writing responsibilities.

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

2.0 Disbursements

2.1 General

All disbursements (other than those made for petty cash purchases), shall be made using an Agency check, electronic funds transfer, or debit/credit card.

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

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

A second signature is recommended on all checks over \$500, unless otherwise specified in the contract. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in the 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 duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

2.2. Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing 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 original 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, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. **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 card used on behalf of the CONTRACTOR, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately safeguarded 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, the employee making the purchase, and the justification for 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 upon 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. To the extent

CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards.

Personnel and payroll records shall include, but are not limited to, the following:

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

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.

3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto, except as permitted by State or federal law.

If an employee serves in the same, or dual capacities under more than one agreement or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same, or similar work should be paid proportionately less than a full-time salaried employee.

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 shall not make retroactive salary adjustments 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 transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing, or through the use of electronic approvals where applicable, by authorized persons independent of payroll responsibilities.

4.0 Capital Assets

Capital assets are tangible assets of significant value having a useful life that extends beyond the current year and are broadly classified as land, buildings and improvements, and equipment.

Land can not be depreciated. All other capital assets with an acquisition cost of \$5,000 or more shall be capitalized.

Acquisition cost means the net invoice unit price of an item, including shipping costs and sales taxes, 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

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY'S contract.

Non-Capital Asset Equipment

Non-capital asset equipment is defined as equipment with a unit cost less than \$5,000, a useful life over one year, and can generally be easily carried or moved; especially by hand (e.g., personal computers, related peripherals, typewriters, fax machines and other portable assets).

Capital asset purchases shall be approved by the CONTRACTOR'S Board of Directors or their authorized representative.

Capital assets shall not be ordered, or purchased during the last three months of the term of the CONTRACTOR'S Agreement with the COUNTY, unless the acquisition is pre-approved by the COUNTY.

4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, 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 source(s) 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 Depreciation and Use Allowance

Unless otherwise approved by the COUNTY, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.
- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

4.4 Rental Costs of Buildings and Equipment

- Allowable to the extent that the rates are reasonable considering rental costs of comparable property, market conditions in the area, condition of the property being leased, etc.
- Under a “sale and leaseback” arrangement, rental costs would be allowable up to the amount that would be allowed if the CONTRACTOR had continued to own the property.
- Under a “less than arms length” lease, costs are only allowable up to the amount that would be allowable had title to the property vested in the CONTRACTOR.

4.5 Security

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

4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets 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 purchased with COUNTY funds. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and, where appropriate, a copy of the law enforcement report. In cases where the loss resulted from suspected criminal activity (e.g., theft, vandalism, arson, etc.) the incident must be reported to the local law enforcement agency with jurisdiction over the location of the suspected crime. A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

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

5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the CONTRACTOR'S funds (e.g., prepare checks, etc.) shall be bonded.

6.0 Investments – COUNTY program funds shall not be utilized for investments where there is a risk of loss.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR to provide the 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 applicable OMB Circular(s). 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, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

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 Agreement.

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 Allocable Expenses

For CONTRACTORS that operate programs or 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(s), agencies shall define their allocable expenses 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 for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

2.1 Direct Costs

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., 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 the employees' timecards and the payroll expenses 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 relevant and equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes 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 significant one-time expenses, or subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars (i.e., A-87 and A-122) describe the following allowable methods for allocating indirect costs:

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

Simplified Allocation Method

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

Example

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

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rentals, 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
 - 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 will not be not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- 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 which were 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. GOVERNANCE

OVERVIEW

Large numbers of nonprofit corporations, organized for public benefit, receive public funds through contracts with Los Angeles County. Many County service contracts support key public initiatives, including protecting children, providing health care and foster employment, and reducing the effects of mental impairments and substance abuse.

Nonprofit organizations doing business with Los Angeles County must conduct their work in a manner consistent with their charitable mission and the public purposes embodied in County contracts. This demands that nonprofit agency governing boards be conscious of their fiduciary responsibilities in providing oversight and making decisions.

Directors, officers, and employees of nonprofit corporations with which Los Angeles County contracts shall not:

- permit or benefit from self-dealing transactions (unless permitted by law), or unreasonable compensation
- misuse or dissipate scarce public resources

1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2)

have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

"Financial interest" means an actual or potential ownership, investment, or compensation arrangement in or with any entity or individual with which the organization has, or is negotiating, a transaction or arrangement. The term "independent", when used to describe Directors who serve on the oversight committees described in paragraph 3.0 refers to persons meeting the requirements of this paragraph.

2.0 Oversight Mechanisms

An organization's governing board shall provide for its governance in accordance with the following:

- Adopt and disclose the organization's governance standards including director qualifications, responsibilities, and compensation.
- Adopt and disclose a code of business conduct and ethics for directors, officers, and employees, and promptly disclose to the County any waivers of the code affecting organization directors, officers, or employees.
- Be familiar with the terms and conditions of all the Organization's County contracts. No less than annually, the board should review the Organization's compliance with contract provisions, particularly including insurance, internal control, federal and State reporting and payment requirements for payroll withholding, and report deviations to the County oversight department.

An organization's governance guidelines and code of ethics shall provide means to annually distribute to and obtain from directors, officers and employees written acknowledgments of their adherence to the organization's governing standards. They must incorporate a mechanism for disclosing and addressing possible conflicts of interest. They must provide for appropriate record-keeping, particularly of transactions and arrangements required to be reviewed by the governing board and where significant organization resources are expended by or for officers, directors and employees.

An organization's governance guidelines and code of ethics shall provide for "just and reasonable" compensation and benefits consistent with the compensation amount or guidelines established in the Organization's contract(s) with the County. Compensation and benefits should be determined in light of that paid to executives of agencies of comparable size and function (See Section B.3.3, "Limitations on Positions and Salaries"). No employee may receive compensation or benefits for more than one Organization job. For example, the CEO cannot receive compensation or benefits for the job of CEO and another job such as program manager, etc.

3.0 Oversight Committees

An organization's governing board shall establish committees having the following characteristics, compensation, and duties.

Nominating Committee

The Board shall establish a nominating committee composed entirely of independent directors to consider new appointments to the Board.

Compensation and Benefits Committee

The Board shall establish a compensation and employee benefits committee composed entirely of independent directors to recommend to the Board of Directors compensation and benefits for the Organization Chief Executive Officer (CEO), or President and the Chief Financial Officer (CFO), or Treasurer.

Audit Committee

The Board shall establish an Audit Committee of no fewer than three directors, all of whom must be independent, and one of whom shall have financial experience. In no event shall employees, including, but not limited to the president, chief executive officer, the treasurer, or chief financial officer serve on the Audit Committee.

Annual Audit Duties:

- If the Organization expends in excess of \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in a year in federal awards, the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

Additional Audit Committee Duties

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.

- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
 - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
 - ✓ Financial information systems design and implementation;
 - ✓ Internal audit outsourcing services;
 - ✓ Management functions or human resources;
 - ✓ Investment adviser, or investment banking services;
 - ✓ Legal services and expert services unrelated to the audit.

G. 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.

3.0 Reporting Fraud/Misconduct

CONTRACTORS are expected and required to report suspected fraud, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline (Hotline). CONTRACTORS are also expected and required to report suspected fraud committed by their employees and subcontractors when that fraud affects their contract with the COUNTY. Reportable conditions include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel.
- Favoritism/nepotism in the awarding of County contracts, or selection of vendors.
- Theft or misuse of any funds, resources or equipment.

Reportable conditions shall be reported to the Hotline upon their discovery by CONTRACTOR. Failure to report the types of fraud/misconduct discussed above may be grounds for contract termination.

The reporting party may remain anonymous. Reports can be made via telephone, mail or by internet to:

Online: www.lacountyfraud.org
Email: hotline@auditor.lacounty.gov
Toll Free: (800) 544-6861
U.S. Mail: Los Angeles County Fraud Hotline
Office of County Investigations
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 515
Los Angeles, CA 90012



Notice 1015

(Rev. December 2012)

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 2012 are less than \$50,270 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, 2013.

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 2012 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 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

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

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

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

Part I: Jury Service Program is Not Applicable to My Business

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

“**Dominant in its field of operation**” means having more than ten employees 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:

Revised 10/3/11

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings

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

2.203.020 Definitions

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-00140 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy

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

2.203.050 Other Provisions

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

2.203.060 Enforcement and Remedies

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions

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

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

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

2.203.090. Severability

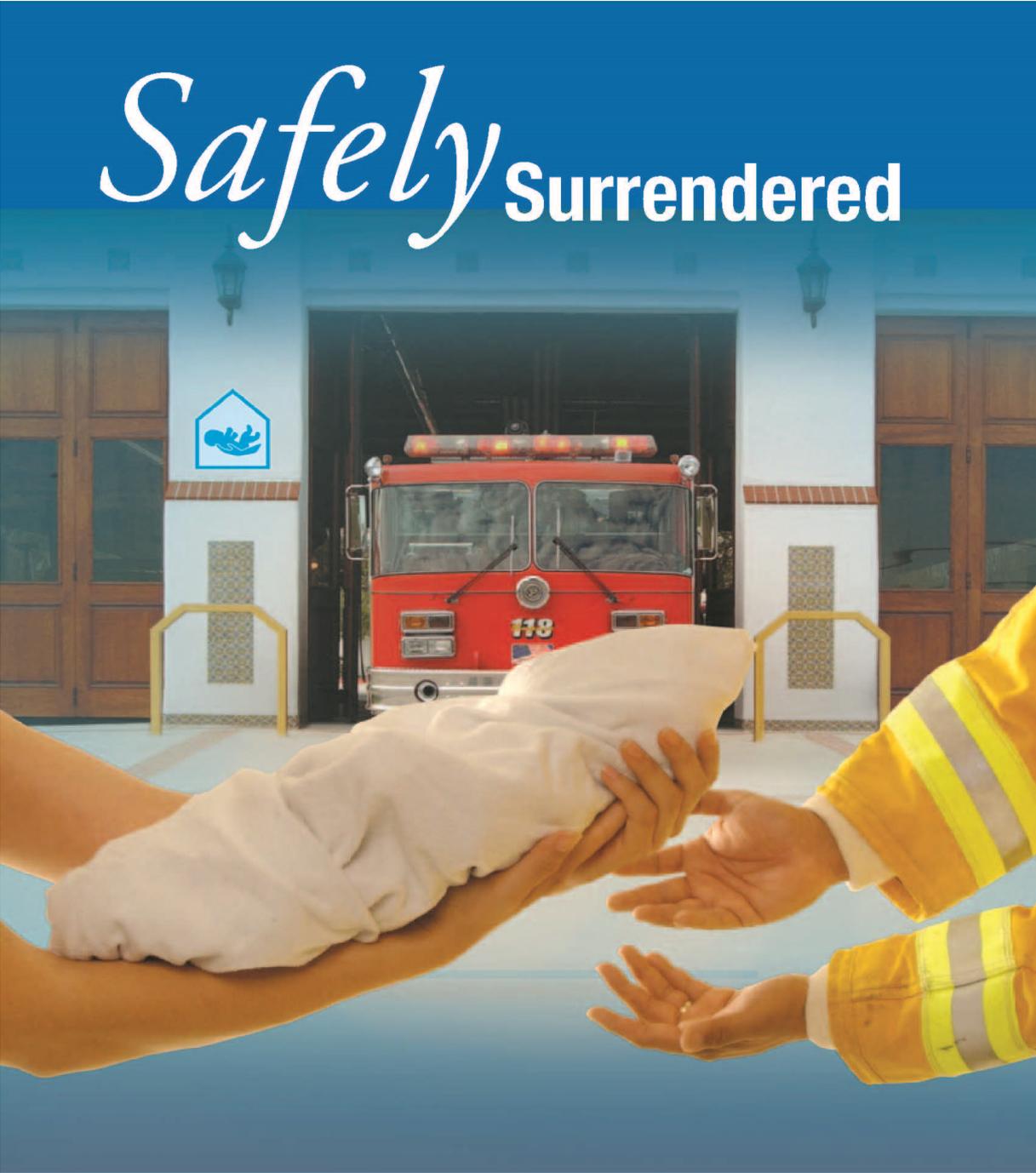
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish
for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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.

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 connect 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?

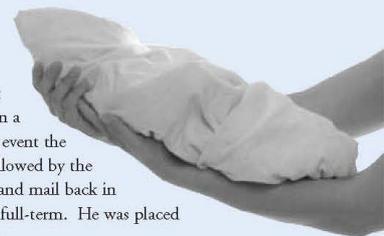
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

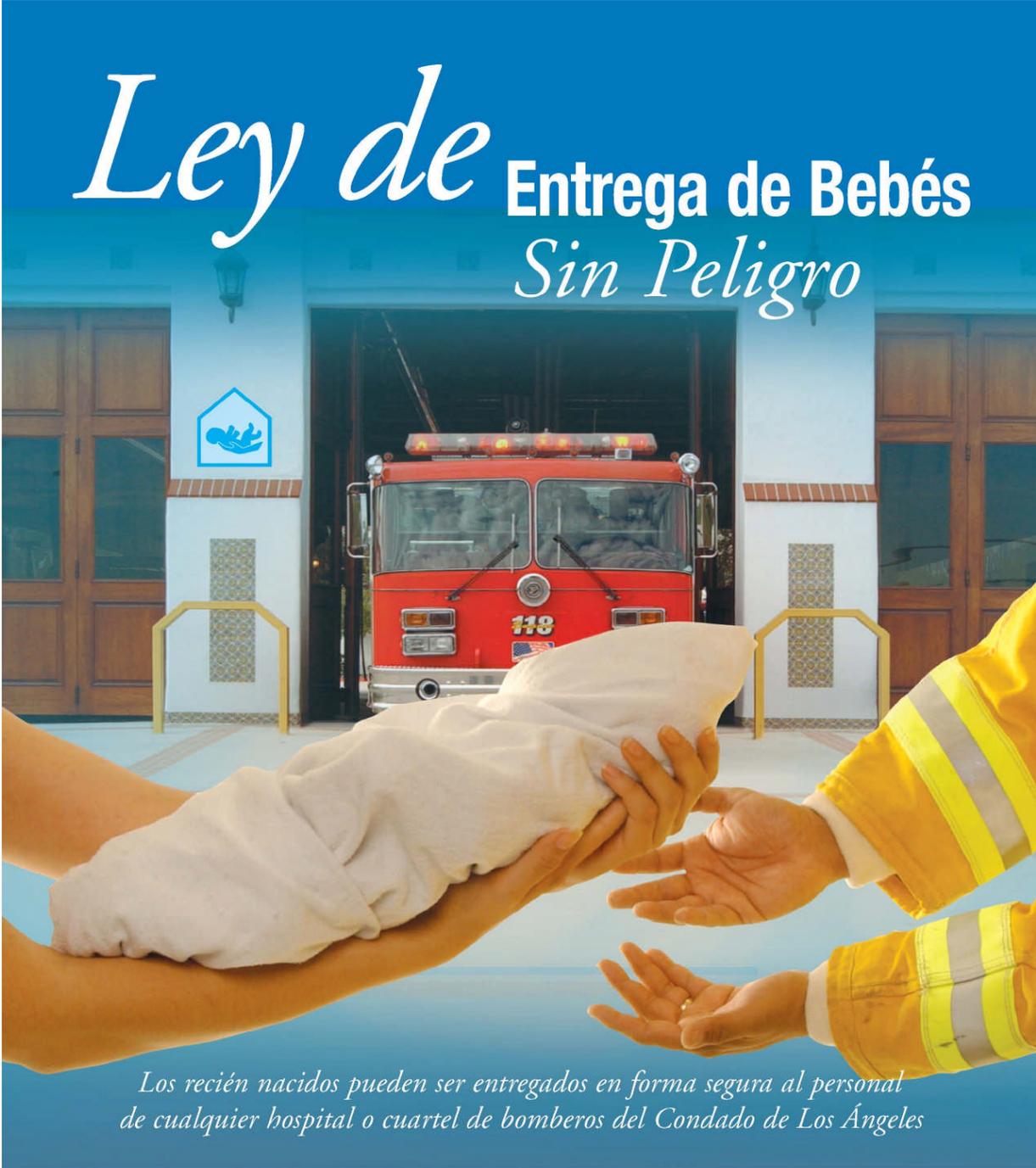
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ADMINISTRATION OF CONTRACT
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO. _____

CONTRACTOR'S ADMINISTRATION:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

ADMINISTRATION OF CONTRACT
COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM MANAGER:

Name: Dr. Jeff Dorsey

Title: Children Services Administrator III

Address: 532 E. Colorado Blvd., Rm. 2-17
Pasadena, CA 91101

Telephone: (626) 229-3403

Facsimile: (562) 807-2163

E-Mail Address: dorsej@dcs.lacounty.gov

COUNTY PROGRAM MANAGER:

Name: Adam Bettino

Title: Director

Address: 9150 E. Imperial Hwy., Rm. B49
Downey, CA 90242

Telephone: (323) 730-4437

Facsimile: (562) 807-2038

E-Mail Address: adam.bettino@probation.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name (Contractor's 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.

Contractor must check the appropriate box below and, if applicable, submit a certified copy of its registration with the California State Attorney General's Registry of Charitable Trusts.

CERTIFICATION

Bidder 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 Bidder engages in activities subjecting it to those laws during the term of a County contract, Bidder 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

Bidder 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)

**USER COMPLAINT REPORT
TUTORING AND ACADEMIC SUPPORT SERVICES**

This form is to be used by DCFS users of Tutoring and Academic Support Services to report service discrepancies and/or failure to provide services 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 Dr. Jeff Dorsey at: (626) 229-3403

Send UCR to:

Dr. Jeff Dorsey, Program Manager, DCFS, 532 E. Colorado Blvd., Rm. 2-17, Pasadena, CA 91101

**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 _____

PART G – REQUIRED FORMS

Forms submitted in your proposal must be clearly labeled in accordance with the RFP Form numbering, including inserts.

Signatures must be in blue ink.

List of Required Forms

BUSINESS PROPOSAL REQUIRED FORMS

Form 1	Proposer's Organization Questionnaire / Affidavit
Form 2	Business Structure Registration Documents (Insert as Attachments)
Form 3	List of Current Members of Board of Directors / Other Agencies
Form 4	Board of Director's Resolution (Insert as Attachments)
Form 5	Proposer's List of Business Partners or Associates
Form 6	Proposer's Certification of Ownership and Financial Interest
Form 7	Intentionally Left Blank
Form 8	Proposer's List of Contracts
Form 9	Proposer's List of Terminated Contracts
Form 10	Proposer's Involvement in Litigation and Contract Compliance Difficulties
Form 11	Certification of No Conflict of Interest
Form 12	Familiarity with the County Lobbyist Ordinance Certification
Form 13	Local Small Business Enterprise (SBE) / Community Business Enterprise Form (CBE)
Form 14	Proposer's EEO Certification
Form 15	Attestation of Willingness to Consider GAIN/GROW Participants for Employment
Form 16	Jury Service Program Certification Form and Application for Exception
Form 17	Organizational Chart (Insert Organizational Chart)
Form 18	Resumes, Degrees, Licenses, and/or Certificates of Identified Staff (Insert)
Form 19	Organizational Licenses, Permits and Certification
Form 20	List of Subcontractors
Form 21	Proof of Insurability (Insert as Attachment)
Form 22	Revenue Disclosure (non-public Proposer)
Form 23	List of Proposer's Commitments
Form 24	Audited Financial Statements (Insert as Attachments)
Form 25	Charitable Contributions Certification
Form 26	Transitional Job Opportunities Preference Application
Form 27	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Form 28	Contractor's Certification of Compliance with Child, Spousal, and Family Support Orders
Form 29	Contractor's Certification of Compliance with All Federal and State Employment Reporting Requirements
Form 30	Federal Debarment Certification
Form 31	Proposer's Truth and Warranty Certification
Form 32	Acknowledgement of RFP Restrictions
Form 33	Offer to Perform and Acceptance of Terms and Conditions
Form 34	Request for DVBE Preference Program Consideration
Form 35	Last Page of Business Proposal

COST PROPOSAL REQUIRED FORMS

Form 36	Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
Form 37	Pricing Schedule
Form 38	Sample Line Item Budget

PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

- 1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.

- 2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

- 3. If your firm is doing business under one or more DBA’s, please list all DBA’s and the County(s) of registration:

Name	County of Registration	Year became DBA

- 4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? Yes No If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

- 5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

- 6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

7. Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in the Introduction, Section 6.0, Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- Yes** **No** Sub-section 6.1 Did the Proposer comply with RFP format and requirements set forth in Part B, Proposal Submission Requirements, Sections 49.0, 50.0, 51.0, and 52.0?
- Yes** **No** Sub-section 6.2 Does the Proposer qualify as a firm that has at least three (3) years of experience, within the last five (5) years providing tutoring, help with homework, or other academic supportive services equivalent or similar to the services identified in Part E, Statement of Work? Does the Proposer have the ability to establish an administrative office in Los Angeles County by the effective date of the Contract? Does the Proposer have the ability to provide services throughout Los Angeles County? Does the Proposer have the ability to provide staff, employed or subcontracted, who meet the requirements of this solicitation, including credit make-up and recovery, and to provide academic evaluations for each youth, pre and post testing, as specified in the RFP?
- Yes** **No** Sub-section 6.3 Is the Proposer certified to do business in the State of California, and able to submit a certified original copy of Statement of Information included in their proposal?
- Yes** **No** Sub-section 6.4 Did the Proposer submit three (3) signed letters of reference, including references from contracts or business arrangements, where the required or substantially similar scope of services for Tutoring and Academic Support Services were provided?
- Yes** **No** Sub-section 6.5 Are the Proposer and its principals not currently debarred, suspended, proposed for debarment, or declared ineligible for the award of the contracts by any Federal, State or County agency? Are the Proposers found clear from County, State and Federal contractor's debarred listings unless an exception has been authorized by State and Federal regulations?
- Yes** **No** Sub-section 6.6 Does the Proposer currently have a Settlement Agreement with DCFS for repayment of County funds?

Part G – Form 1

Proposer 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 Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Address:

E-mail address: _____ Telephone number _____

Fax number: _____

On behalf of _____ (Proposer's name),

I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date...

County WebVen Number

BUSINESS STRUCTURE REGISTRATION DOCUMENTS

(INSERT AS ATTACHMENTS)

Attached the applicable documents for your organization:

- Articles of Incorporation
- Fictitious Name Statement
- Original Statement of Information (most recent state filing certified by Blue Seal) SI -200
- Exempt Organization Determination Letter from the Internal Revenue Service indicating recognition of Proposer's tax-exempt status (non-profit corporation) under Section 501(c)(3) of the Tax Code
- Determination of Exemption Letter from the State of California Franchise Tax Board indicating recognition of Proposer's tax-exempt status (non-profit corporation) under California Revenue and Taxation Code, Section 23701
- Other applicable documents

LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES

Legal Name of Agency:

First Name	Last Name	Address, City, State	Phone (P): FAX (F):	Other Agency's*
			P: ()	
			F: ()	
			P: ()	
			F: ()	
			P: ()	
			F: ()	
			P: ()	
			F: ()	

*List the name of any other agency that the Board Member also serves on. (Please make additional copies of this form if necessary)

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 bid or proposal to the County

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

Date _____

BOARD OF DIRECTOR’S RESOLUTION
(INSERT AS ATTACHMENTS)

BE IT RESOLVED THAT ON _____201__, THE BOARD OF
DIRECTOR’S OF _____
(LEGAL NAME OF PROPOSER)

HEREBY AUTHORIZES AND DIRECTS ITS CEO, PRESIDENT, OR EXECUTIVE DIRECTOR
(Circle One) TO FILE THE ATTACHED PROPOSAL WITH THE LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES TO PROVIDE TUTORING AND
ACADEMIC SUPPORT SERVICES.

ATTESTED:

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

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

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

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

PROPOSER’S LIST OF BUSINESS PARTNERS OR ASSOCIATES

Legal Name of Agency:

Name	Address, City, State	Telephone and Fax Numbers	Agency Name	Type of Business Association	Currently a Los Angeles County Employee (Y/N)	If Yes	Name of Department
							Payroll Title
		P: ()					
		F: ()					
		P: ()					
		F: ()					
		P: ()					
		F: ()					
		P: ()					
		F: ()					

(Please make additional copies of this form if necessary)

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

Signature of Person authorized to bind the Contractor in a Contract with the County

Date _____

PROPOSER’S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST

Proposer 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 bid or proposal to the County

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

Date

Proposer 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 bid or proposal to the County

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

Date

Intentionally Left Blank

PROPOSER’S LIST OF CONTRACTS

List all contracts completed during the last five (5) 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.

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

(Please make additional copies of this form if necessary)

PROPOSER’S LIST OF TERMINATED CONTRACTS

Proposer’s Name: _____

List of all contracts that have been terminated within the past three (3) years

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	Reason for Termination:			
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	Reason for Termination:			
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	Reason for Termination:			
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	Reason for Termination:			

PROPOSER’S INVOLVEMENT IN LITIGATION AND 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 proposal if false or incorrect information is submitted by the applicant.

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

EXPLANATION (Use separate page)

AUTHORIZED SIGNATURE

DATE

Name / Title / Name of Company or Organization

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) That all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

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

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

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.

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	Dis-advantaged	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

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Date

Name and Title of Signer (please print)

Revised 10/03/11

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements 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 Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For Tutoring Services:		

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

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“**Dominant in its field of operation**” means having more than ten employees 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:

Revised 10/3/11

ORGANIZATIONAL CHART

(INSERT ORGANIZATIONAL CHART)

Proposer shall submit an organizational chart detailing proposed organization structure and position/classification to provide services described in Part E – Statement of Work. The chart shall include the names of staff (if known at time of proposal submission), classification, and assignment. This chart will also include executives, as well as the Proposer's Program Director and which descends to staff personnel anticipated to work on this Contract.

**RESUMES, DEGREES, LICENSES, AND/OR
CERTIFICATES OF IDENTIFIED STAFF**

(INSERT APPLICABLE FORMS)

ORGANIZATIONAL LICENSES, PERMITS AND CERTIFICATION

**PROPOSER MUST SUBMIT COPIES OF ALL LICENSES AND PERMITS
NECESSARY FOR THE PROVISION OF THE SPECIFIED SERVICES**

LIST OF SUBCONTRACTORS

Subcontractor Name	Subcontractor Address	Contact Person	Phone (P): FAX (F):
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()
			P: ()
			F: ()

(Please make additional copies of this form if necessary)

PROOF OF INSURABILITY

(INSERT ACORD AS ATTACHMENT)

REVENUE DISCLOSURE (NON-PUBLIC PROPOSER)

LEGAL NAME OF APPLICANT AGENCY

LISTING OF REVENUE SOURCES

REVENUE SOURCE	AMOUNT	TIME PERIOD	SERVICES PROVIDED

AUDITED FINANCIAL STATEMENT

(INSERT STATEMENTS AS ATTACHMENT)

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
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	()	()

 Signature

 Date

 Name and Title (please type or print)

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 Service 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.

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

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 <u>Tutoring</u> 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: _____

**CONTRACTOR’S CERTIFICATION OF COMPLIANCE WITH
CHILD, SPOUSAL, AND FAMILY SUPPORT ORDERS**

_____ do hereby certify that our organization
(Name of Prospective Contractor)

complies with all orders for Child, Spousal, and Family Support and we have complied with all lawfully served wage assignments and notices of assignment.

We understand that failure to implement lawfully served wage assignments or notices of assignment will constitute a default under the contract, which shall subject the contract to termination if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

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

Signature of Principal Owner, an Officer, or Manager responsible for submission of the RFP to the County

Date

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

Signature of Principal Owner, an Officer, or Manager responsible for submission of the RFP to the County

Date

**CONTRACTOR’S CERTIFICATION OF COMPLIANCE WITH ALL
FEDERAL AND STATE EMPLOYMENT REPORTING REQUIREMENTS**

_____ do hereby certify that our organization
(Name of Prospective Contractor)

complies with all Federal and State reporting requirements related to Employment Reporting Requirements for our employees.

We understand that failure to comply with Employment Reporting Requirements will constitute a default under the contract, which shall subject the contract to termination if such default is not cured within 90 days.

Failure to comply with the above requirement may be cause for debarment.

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

Signature of Principal Owner, an Officer, or Manager responsible for submission of the RFP to the County

Date

FEDERAL DEBARMENT CERTIFICATION

(as follows:)

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE

WORKPLACE REQUIREMENT

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free work- place in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's work- place and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each

- affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
 Office of Grants Management
 Office of the Assistant Secretary for Management and Budget
 Department of Health and Human Services
 200 Independence Avenue, S.W., Room 517-D
 Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non- appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) 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 under-

signed, 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

n.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children’s services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children’s services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

TUTORING AND ACADEMIC SUPPORT SERVICES

PROPOSERS TRUTH AND WARRANTY CERTIFICATION

Bidder certifies that all statements in the bid are true. This shall constitute both a representation and warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, which shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

Name and Title (e.g., CEO, President, Executive Director, COO, CFO, Secretary, etc.)

Authorized Signature

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

Date

Name and Title (e.g., CEO, President, Executive Director, COO, CFO, Secretary, etc.)

Authorized Signature

Date

Name and Title (e.g., CEO, President, Executive Director, COO, CFO, Secretary, etc.)

Authorized Signature

Date

Name and Title (e.g., CEO, President, Executive Director, COO, CFO, Secretary, etc.)

Authorized Signature

Date

ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP.
- B. Proposer understands that if it is determined by the County that the proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer Title

Signature Date

**OFFER TO PERFORM AND
ACCEPTANCE OF TERMS AND CONDITIONS**

_____ (Proposer's Legal Name) hereby offers to perform all services under all the terms and conditions specified in the Contract and attached Exhibits included therein.

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

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

Date

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>.

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

LAST PAGE OF BUSINESS PROPOSAL

(This is a sample and this page should be submitted in the agency's letterhead.)

Respectfully submitted,

(Firm or Corporate Name)

By _____

Print Name _____

Its _____
(Title, i.e., President, V.P., etc.)

By _____

Print Name _____

Its _____
(Title, i.e., President, V.P., etc.)

Date _____

Address _____

City _____

State: _____ Zip Code _____

Telephone _____

Federal Tax Identification Number _____

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone numbers of persons legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

PRICING SCHEDULE

TUTORING AND ACADEMIC SUPPORT SERVICES - RFP # 14-0003

Contractor hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract. Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract. Please submit a separate Pricing Schedule for each region.

Region	Cost per Student / per Week	Total Cost per Week (100 Students)

Please indicate either North, South, East, or West Region in the box above.

*Schools are in session for an estimated 180 days per year over a period of 36 weeks at each of the four participating school districts. Summer session usually occurs during June and July. Proposers must consider that an estimated 100 Students per region, (400 Students total), will be served annually and that each Student receives a minimum of two (2) hours of tutoring per week. **To ensure sufficient staff hours for services beyond two (2) hours per week, per Student, pricing must be based on three (3) hours of tutoring per Student, per week, (36 weeks X 100 Students X 3 Hours per region) or 10,800 staff hours annually per region.**

**DCFS expects that: 1) special education tasks will occur for an estimated 60 Students annually; 2) credit recovery tasks will occur for an estimated 60 Students annually; and 3) credit make-up tasks will occur for an estimated 120 Students annually. These numbers reflect Students at all participating schools.

Contract Periods		Proposed Cost per Region, per Period
Initial Contract Term	July 1, 2015 through June 30, 2016	\$
1 st Option to Extend Contract Term	July 1, 2016 through June 30, 2017	\$
2 nd Option to Extend Contract Term	July 1, 2017 through June 30, 2018	\$
TOTAL FOR 3 YEARS:		\$

Authorized Signature

Print Name and Title

Date

SAMPLE LINE ITEM BUDGET
(Sample only - Do not use)

1. DIRECT COSTS

A. Staff Costs:

Title/Description	Staff (FTE)	Annual Salary	Annual Cost
Project Director			
Tutors			
Student Advocate			
			Subtotal Staff Cost

B. Other Staff Costs:

Title/Description	Max Annual Hours	Hourly Rate	Annual Cost
Other			
Other			
Other			
			Subtotal Staff Cost

C. Staff Benefits and Payroll Taxes:

Description	Annual Cost	
Medical Insurance		
Dental Insurance		
Federal and State Tax		
FICA Tax		
State Disability Insurance Tax		
Other		
		Subtotal Cost

D. Subcontractor Costs

Subcontractor	Max Annual Hours	Hourly Rate	Annual Cost
			Subtotal Cost

2. INDIRECT COSTS

A. Operation and Program Expenses (in proportion to services provided)

Description	Annual Cost	
Liability/Auto/Professional Insurance		
Workers' Compensation Insurance		
Utilities/Land and Wireless Phone/Internet		
Transportation		
Equipment		
Supplies		
Other		
Other		
		Subtotal Cost

TOTAL ANNUAL COST (Direct + Indirect Costs)		
--	--	--

PART H – SUPPLEMENTAL INFORMATION AND TRANSMITTAL FORMS

Appendix A	Listing of Contractors Debarred in Los Angeles County
Appendix B	Policy on Doing Business with Small Business
Appendix C	Defaulted Property Tax Reduction Program
Appendix D	Intentionally Left Blank
Appendix E	Determinations of Contractor Non-Responsibility and Contractor Debarment
Appendix F	Intentionally Left Blank
Appendix G	Background and Resources: California Charities Regulation
Appendix H	Transmittal to Request a Solicitation Requirements Review
Appendix I	Transmittal to Request a Disqualification Review
Appendix J	Transmittal to Request a Proposed Contractor Selection Review
Appendix K	Transmittal to Request a County Independent Review

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

**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
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations
- 2.206.020 Definitions
- 2.206.030 Applicability
- 2.206.040 Required solicitation and contract language
- 2.206.050 Administration and compliance certification
- 2.206.060 Exclusions/Exemptions
- 2.206.070 Enforcement and remedies
- 2.206.080 Severability

2.206.010 Findings and declarations

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009)

2.206.020 Definitions

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009)

2.206.030 Applicability

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009)

2.206.050 Administration and compliance certification

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009)

2.206.060 Exclusions/Exemptions

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009)

2.206.070 Enforcement and remedies

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009)

2.206.080 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. No. 2009-0026 § 1 (part), 2009)

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Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

[2.202.010 Findings and declarations](#)

[2.202.020 Definitions](#)

[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.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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-

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- (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

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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)

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BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website; <http://ag.ca.gov> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.gov/charities/statutes.php>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix G is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

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

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

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- 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, Proposer 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 Proposer: _____

TRANSMITTAL 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 TO REQUEST A
PROPOSED CONTRACTOR SELECTION REVIEW**

Vendor Name:	Date of Request:
Project Title:	Project 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 _____ 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: _____

