

COUNCIL MEETING
August 10, 2010

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Police - Accept County of Los Angeles Delinquency Prevention Program contract (formerly AB90 funding).

Expenditure: Not to Exceed \$28,198.00

RECOMMENDATION

It is the recommendation of the Chief of Police that your Honorable Body accept and endorse the County of Los Angeles Delinquency Prevention Program contract, in the amount of \$28,198.00, so that the needed assistance to our children can continue.

Funding

County of Los Angeles Delinquency Prevention Grant.

BACKGROUND

The Torrance Juvenile Diversion Program has served the City of Torrance since the City Council approved the initial funding in December 1978. Initial clients were almost exclusively Police referrals for minor infractions, with some referrals from Probation or the Courts. As the needs of the community have changed so has our referral base. We now receive 66% of our clientele from the Torrance Unified School District for pre-delinquent behavior and emotional problems and 27% from the Torrance Police Department for delinquent and pre-delinquent behavior. The remainder of our referrals comes from the community, Probation Department, Court, and the Torrance Fire Department.

Analysis

The County Delinquency Prevention Program Grant for the fiscal year September 13, 2010 through September 12, 2011 provides \$28,198.00 for the purchase of professional counseling services. The approval of the contract is necessary for the Diversion Program to continue its on-going service to the community.

Respectfully submitted,

John J. Neu
Chief of Police

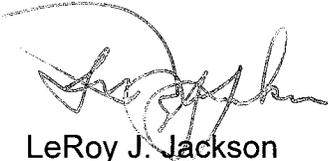


By Shannon Flannery
Coordinator, Juvenile Diversion Program

CONCUR:



John J. Neu
Chief of Police



LeRoy J. Jackson
City Manager

CM Note: A Copy of the Contract will be available for public review at the City Clerk's Office and at the Front Desk of the City Council Offices.



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF TORRANCE – POLICE DEPARTMENT

Juvenile Diversion Program

**For Conduct and Administration of the
County Delinquency Prevention Program (CDPP)**

CONTRACT # 640-10-065

SEPTEMBER 13, 2010 – SEPTEMBER 12, 2011

RECEIVED

JUN 22 2010

RISK MANAGEMENT

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**CONTRACT BETWEEN COUNTY OF LOS ANGELES AND
CITY OF TORRANCE – POLICE DEPARTMENT
 FOR CONDUCT AND ADMINISTRATION OF THE
 COUNTY DELINQUENCY PREVENTION PROGRAM**

CONTRACT #: 640-10-065

PROJECT TITLE: Juvenile Diversion Program

TAXPAYER I.D.: 95-6000803

This Contract and Exhibits made and entered into this ____ day of _____, 2010 by and between the County of Los Angeles, hereinafter referred to as COUNTY and City of Torrance – Police Department, hereinafter referred to as CONTRACTOR. City of Torrance – Police Department is located at 3031 Torrance Blvd., Torrance, CA 90503.

RECITALS

WHEREAS, COUNTY is authorized under California Government Code Section 31000 to obtain special services requiring the administration of the County Delinquency Prevention Program for COUNTY; and

WHEREAS, COUNTY is authorized under California Government Code Section 26227 and otherwise to expend money from the General Fund of the County for programs deemed necessary by the Board of Supervisors to meet the social needs of the County, including, but not limited to, health, law enforcement, public safety, rehabilitation, welfare, education, and the needs of the physically, mentally, and financially handicapped persons; and

WHEREAS, on June 22, 1999 the BOARD of Supervisors delegated authority to the Chief Probation Officer to enter into contracts under the County Delinquency Prevention Program; and

WHEREAS, the COUNTY has allocated a portion of the County General Fund for community-based programs for crime and delinquency prevention, diversion and other alternative programs; and

WHEREAS, the CONTRACTOR desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services as described in this contract.

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

PREAMBLE

For over a decade, the County has collaborated 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 vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

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 shared values of:

- | | |
|--|--|
| <input type="checkbox"/> Responsiveness | <input type="checkbox"/> Integrity |
| <input type="checkbox"/> Professionalism | <input type="checkbox"/> Commitment |
| <input type="checkbox"/> Accountability | <input type="checkbox"/> A Can-Do Attitude |
| <input type="checkbox"/> Compassion | <input type="checkbox"/> Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) 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.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving

these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good

health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area

- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 APPLICABLE DOCUMENTS

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

- 1.1 EXHIBIT A-1** - Statement of Work - Summary Page
- 1.2 EXHIBIT A-2** - Statement of Work - Project Description, Goals and Objectives
- 1.3 EXHIBIT A-3** - Statement of Work - Format
- 1.4 EXHIBIT A-4** - Statement of Work - Performance Measure Guidelines
- 1.5 EXHIBIT B-1** - Budget Summary Page
- 1.6 EXHIBIT B-2** - Personnel Budget Summary Page
- 1.7 EXHIBIT C-1** - Performance Requirements Summary
- 1.8 EXHIBIT C-2** - Performance Requirements Summary Chart
- 1.9 EXHIBIT C-3** - Monthly Funding Requisition
- 1.10 EXHIBIT C-4** - Program Performance & Expenditure Report
- 1.11 EXHIBIT D** - Contractor's/Offeror's Equal Employment Opportunity (EEO) Certification
- 1.12 EXHIBIT E** - County's Administration
- 1.13 EXHIBIT F** - Contractor's Administration
- 1.14 EXHIBIT G** - Certification of Compliance with Los Angeles County Lobbyist Ordinance
- 1.15 EXHIBIT H** - Contractor Employee Jury Service Program/Application for Exception and Certification Form
- 1.16 EXHIBIT I** - Safely Surrendered Baby Law
- 1.17 EXHIBIT J** - Confidentiality of CORI Information
- 1.18 EXHIBIT K** - Contractor Employee Acknowledgement & Confidentiality
- 1.19 EXHIBIT K-2** - Contractor Non-employee Acknowledgement & Confidentiality
- 1.20 EXHIBIT L** - Determinations of Contractor Non-Responsibility and Contractor Debarment

- 1.21 **EXHIBIT M** - Notice to Employees Regarding the Federal Earned Income Credit
- 1.22 **EXHIBIT N** - Final Report
- 1.23 **EXHIBIT O** - Performance/Outcome Report
- 1.24 **EXHIBIT P** - Charitable Contributions
- 1.25 **EXHIBIT Q** - Sexual Harassment/Discrimination/Retaliation Prohibited Form

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 **DEFINITIONS**

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

- 2.1 **CONTRACT:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, **Exhibit A**.
- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 **CONTRACTOR PROJECT DIRECTOR:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 **COUNTY CONTRACT MONITOR:** Person with the responsibility of monitoring the contract. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.
- 2.5 **COUNTY CONTRACT DIRECTOR:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY's Project Manager.
- 2.6 **COUNTY CONTRACT ADMINISTRATOR:** Person with responsibility to oversee the administration of contract.

2.7 COUNTY CONTRACT ANALYST: Person designated by COUNTY's Contract Director to manage the operations under this Contract. Provides direction to CONTRACTOR in areas relating to COUNTY policy, information requirements, and procedural requirements. Person with responsibility to oversee the day-to-day activities of this Contract.

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

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

3.0 WORK

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

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

3.3 CONTRACTOR shall obtain all the necessary licenses and permits necessary for the performance of this contract prior to its implementation.

4.0 TERM OF CONTRACT

4.1 The term of this contract shall commence **September 13, 2010** through **September 12, 2011**.

4.2 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed three (3) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

5.0 CONTRACT SUM

5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes shall not exceed **\$28,198**.

Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

Direct expenses are those expenses, which can be charged directly as a part of the cost of a product or service, or of a department or operating unit, as distinguished from overhead and other indirect costs which must be pro-rated among several products or services, departments, or operating units.

Indirect charges (or overhead) are those elements of cost necessary in the production of an article or the performance of a service which are of such a nature that the amount applicable to the product or service cannot be determined accurately or readily. Usually they relate to those objects or expenditures which do not become an integral part of the finished product or service, such as rent, heat, light, supplies, management, supervision, etc.

The COUNTY reserves the right to make final decisions regarding direct and indirect cost.

- 5.2** The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.
- 5.3** 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, CONTRACTOR shall send written notification to the Probation Department at the address herein provided in **Exhibit E** - County's Administration.
- 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT**

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after

expiration/termination of this 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.

5.5 INVOICES AND PAYMENTS

- 5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in **Exhibit A** - Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in **Exhibit B** - Budget Summary, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. CONTRACTOR shall not incur any expenditure for travel outside of L.A. County without prior written approval by COUNTY. If the COUNTY does not approve work or travel in writing no payment shall be due to the CONTRACTOR for that work or travel.
- 5.5.2 The CONTRACTOR's invoices shall be priced in accordance with **Exhibit B** - Budget Summary. Expenditures made by CONTRACTOR in the operation of this contract shall be in strict compliance and conformity with the Project Budget set forth in **Exhibit B** unless prior written approval is obtained from the COUNTY. The indirect costs can not exceed 15% of the total contract amount that are items indirectly associated with the provision of services such as rent, utilities, liability insurance, accounting, clerical support, audit fees, payroll, etc.
- 5.5.3 The CONTRACTOR's invoices shall contain the information set forth in **Exhibit A** - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 10th calendar day of the month following the month of service.
- 5.5.5 All invoices and supporting documentation under this Contract shall be submitted in two (2) copies to the following address:

**Maria Torres, Contract Development Section
County of Los Angeles Probation Department
9150 E. Imperial Hwy., Room B-82
Downey, CA 90242
(562) 658-4324**

- 5.5.6 COUNTY Approval of Invoices. All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's contract staff prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.
- 5.5.7 DISALLOWED COSTS: If CONTRACTOR has failed to return unexpended funds or funds spent for disallowed costs related to any Probation Department contract it has with the COUNTY, COUNTY may withhold payments to be made to CONTRACTOR under this contract.
- 5.5.8 TAX LIABILITY LIMITATION: COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this contract or CONTRACTOR's performance hereunder.
- 5.5.9 Payments shall be made in arrears within thirty (30) days only after receipt of a monthly invoice and form as specified and provided by Probation Department (Program Performance and Expenditure Report, **Exhibit C-4**) and after approval of such invoice by Probation Department.
- 5.5.10 Payment Contingency: Payments by the COUNTY during the agreement period are conditioned by: A) The availability of COUNTY funds, and B) The CONTRACTOR meeting performance goals set forth in **Exhibit A**.
- Satisfaction of these conditions shall be determined by the COUNTY at its sole discretion.
- 5.5.11 CHANGES IN COMPENSATION: The COUNTY reserves the right to reduce contract amounts when the COUNTY's monitoring analyses indicate that the CONTRACTOR's rate of performance and/or expenditures of funds will result in unspent funds at the end of the contract period. Changes in the amount of the payments shall be made after consultation with CONTRACTOR and shall be incorporated into this contract by written amendment.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY's Administration referenced in the following Sub-paragraphs are designated in **Exhibit E** - County's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S CONTRACT DIRECTOR

Responsibilities of the COUNTY's Contract Director include:

- ensuring that the objectives of this Contract are met;
- approves changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments.

6.2 COUNTY'S CONTRACT ADMINISTRATOR

Responsibilities of the COUNTY's Contract Manager include:

- overseeing contract operations;
- reviews changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments
- meets with COUNTY Project Manager to ensure that the objectives of this Contract are met.

6.3 COUNTY'S CONTRACT ANALYST

The responsibilities of the COUNTY's Project Manager include:

- ensuring that the objectives of this Contract are met;
- facilitating changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.
- overseeing the day-to-day administration of this Contract.

The COUNTY's Project 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.

6.4 COUNTY'S CONTRACT PROJECT MONITOR

The COUNTY's Project Monitor is responsible for inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR. The Project Monitor reports to the COUNTY's Project Manager and Contract Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR'S PROJECT DIRECTOR:

The CONTRACTOR shall provide its own full time officer or employee as on-site Project Director. The CONTRACTOR's Project Director for this contract is **Shannon Flannery**. The Project Director or an approved alternate shall be assigned on site when most services are provided and be available by telephone or pager for telephone contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding all holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department.

7.1.1 When contract work is being performed at times other than described above, or when the Project Director cannot be present and with prior approval of the COUNTY's Contract Director, an equally responsible individual shall be designated to act for the CONTRACTOR's Project Director.

7.1.2 The Project Director shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this contract.

7.1.3 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

7.1.4 The Project Director and alternate(s) must be able to read, write, speak, and understand English.

7.1.5 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

7.2 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 Project Director.

7.2.1 Other Contractor Personnel:

7.2.1.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services.

7.2.1.2 The CONTRACTOR shall ensure that by the first day of employment, all persons working on this contract shall have signed an acknowledgement form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Project Manager within five (5) business days of start of employment. (Refer to **Exhibit J**).

7.2.1.3 The CONTRACTOR shall ensure that by the first day of employment, all persons working on this contract shall have passed a background investigation conducted by Probation. (Refer to Section 7.4)

7.2.2 CONTRACTOR Employee Acceptability:

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Project Manager.

7.3 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.7. On at least a quarterly basis, CONTRACTOR shall report in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

- 7.4.1 No personnel employed by the CONTRACTOR or Subcontractor for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.
- 7.4.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR's prospective employees prior to employment or assignment to contract duties and further reserves the right to conduct a background investigation of CONTRACTOR's employees at any time and to bar such employees from working on the contract under appropriate circumstances.
- 7.4.3 COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 7.4.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 7.4.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 7.4.6 CONTRACTOR shall submit the names of employees to the Program Manager prior to the employee starting work on this contract. COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR's employees, and further reserves the right to conduct a background investigation of CONTRACTOR's employees at any time. **The CONTRACTOR's employees shall not begin work on this contract before receiving written notification of clearance from COUNTY.**
- 7.4.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR's employee; COUNTY will bill CONTRACTOR to recover expenses. The current amount is \$32.00 per record check, which is subject to change by the State.

7.5 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

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

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the "Contractor Employee Acknowledgment, and Confidentiality Agreement", **Exhibit K**. The CONTRACTOR shall cause each non-employee performing services covered by this contract to sign and adhere to the "Contractor Non-Employee Acknowledgement and Confidentiality, Agreement," **Exhibit K-2**.

- 7.5.2 Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR's care and possession is confidential and no information related to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

- 7.5.3 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Refer to **Exhibit J**) regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to COUNTY Project Manager within five (5) business days of start of employment.

- 7.5.4 Violations: CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY

consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 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.

8.1.3 If 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.

8.2 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.

Before the receipt of a fully executed copy of this contract, the CONTRACTOR shall furnish to the COUNTY a written list of persons authorized to execute, on behalf of the CONTRACTOR, agreements, contracts, modifications to contracts, or other documents as may be required by the COUNTY. (Refer to **Exhibit F**)

8.3 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

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

- 8.4.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY's Chief Probation Officer or designee and CONTRACTOR's Project Director.
- 8.4.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles COUNTY Board of Supervisors and CONTRACTOR.
- 8.4.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY's Chief Probation Officer warrants execution by the Board of Supervisors.

8.5 COMPLETION OF REPORTS

8.5.1 QUARTERLY PERFORMANCE/OUTCOME REPORTS

The CONTRACTOR must complete and submit the Quarterly Performance Report (**Exhibit O**) and provide

indicators/performance outcome measures to demonstrate the program/service is making progress in achieving the established goals and objectives. Measurements must be directly related to the goals and objectives of the program and must indicate program effectiveness.

The measurements and outcomes will be reported by completing a quarterly performance report on a quarterly basis, due by the 10th day of the month proceeding each quarter. In addition the final quarterly report must include data from all prior quarters and be submitted with the final report, which is due ten (10) days following the expiration date of the contract.

8.5.2 FINAL REPORT

The Contractor must provide a description of the goals and objectives for the program, and a detailed summary of the program/ service accomplishments.

8.5.3 RIGHT TO WITHHOLD 10% OF PAYMENT

The COUNTY reserves the right to withhold 10% of the contract amount or the final request for payment, whichever is greater, on a completed program until a **final report** is submitted along with a final **quarterly performance/outcome report**.

The final report is due ten (10) days following the expiration date of the contract (Refer to **Exhibits N and O**).

8.6 COMPLIANCE WITH APPLICABLE LAWS:

8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The CONTRACTOR shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6.3 REGULATIONS

CONTRACTOR agrees to comply with 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.

8.6.4 Illegal Acts: CONTRACTOR agrees not to engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. CONTRACTOR further agrees to comply with the provisions of the Hatch Act which limits political activity of employees and further, shall comply with Section 675e of Subtitle B of Title VI of Public Law, 97-35, as amended, which prohibits participation in political activities. In addition, CONTRACTOR agrees to comply with, where applicable, Public Law 101-121 (31 U.S.C. Section 1352) which prohibits influence of Federal financial transactions.

8.6.5 Safety Act: CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is

attached as **Exhibit H** and incorporated by reference into and made a part of this Contract.

8.8.2 **Written Employee Jury Service Policy.**

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 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.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$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 the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the contract.
3. If 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 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.

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

8.9 CONFLICT OF INTEREST

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

comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code (refer to **Exhibit L**), 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 **Non-responsible Contractor**

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

8.12.4 **Contractor Hearing Board**

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.

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.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and

any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY Contractors.

8.13 **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. (Refer to **Exhibit I**)

8.14 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

8.14.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain 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 or

Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COPYRIGHT

COUNTY shall have free license to any copyrighted material or material subject to copyright developed under this project. The COUNTY reserves the right to use and reproduce all reports and data produced and delivered pursuant to this program and reserves the right to authorize others to use and reproduce such materials.

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The CONTRACTOR agrees that in the event this contract is subject to audit exceptions by COUNTY or the State, it shall pay to the COUNTY the full amount of the CONTRACTOR's liability for such audit exceptions upon demand by the COUNTY.

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

8.17 COUNTY COMMUNITY STANDARDS

CONTRACTOR shall meet the COUNTY's community standards with regard to property maintenance, graffiti abatement and landscaping as they apply to Community Based Organizations.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and

State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.19 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 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.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 The requirements of this Contract may not be provided by independent contractor(s) by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to employ independent contractor(s) without the prior consent of the COUNTY may be deemed a material breach of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
- 8.22.2 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.3 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.22.4 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 8.22.5 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", **Exhibit K**. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", **Exhibit K-2**.

8.23 INDEMNIFICATION

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

8.24 GENERAL INSURANCE REQUIREMENTS

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

8.24.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

**Thao Nguyen, Contract Analyst
County of Los Angeles Probation Department
Contract Development Section
9150 E. Imperial Hwy., Room B-82
Downey, CA 90242**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- A. Specifically identify this Contract (County Delinquency Prevention Program or contract number);
- B. Clearly evidence all coverages required in this Contract;
- C. Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- D. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

- E. Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 8.24.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A: VII unless otherwise approved by the COUNTY.
- 8.24.3 **Failure to Maintain Coverage:** Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 8.24.4 **Notification of Incidents, Claims or Suits: Contractor shall report to the County:**
- A. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - B. Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
 - C. Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Project Manager.

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

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

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

A. The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

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

8.25 INSURANCE COVERAGE REQUIREMENTS

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

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

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

8.25.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime

employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

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

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

8.25.4 Professional Liability

Where applicable, Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees, with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the contract.

8.26 JOINT FUNDING AND REVENUE DISCLOSURE REQUIREMENT

By its execution of this contract, CONTRACTOR certifies, unless waived by COUNTY, that it has previously filed with Probation Department a written statement listing all revenue received, or expected to be received by CONTRACTOR from Federal, State, City or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this contract. Such statement shall reflect the name and a description of funding provided, by each and every governmental agency to each such project or business activity, and the full name and address of each such agency. (Refer to **Exhibit A-3**)

8.27 LIQUIDATED DAMAGES/PERFORMANCE REQUIREMENTS SUMMARY

8.27.1 If, in the judgment of the Chief Probation Officer, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for

work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY will be forwarded to the CONTRACTOR by the Chief Probation Officer, or designee, in a written notice describing the reasons for said action.

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

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in **Exhibit C-2**, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.27.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

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

8.28 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.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.29.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.29.2 The CONTRACTOR shall certify to, and comply with, the provisions of **Exhibit D** - Contractor's EEO Certification.
- 8.29.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.29.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.29.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable

Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.29.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the COUNTY.
- 8.29.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON EXCLUSIVITY

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

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1)

day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY Contract Analyst and/or COUNTY Contract Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Contract Analyst or COUNTY Contract Director is not able to resolve the dispute, the Chief Probation Officer or designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.34 NOTICE TO EMPLOYEES REGARDING THE 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 **Exhibit I** of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

8.35.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated below, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Chief Probation Officer
Los Angeles County Probation Department
9150 East Imperial Highway
Downey, CA. 90242

Written notice shall be sent to CONTRACTOR's Project Director
addressed as follows:

CITY OF TORRANCE – POLICE DEPARTMENT

Agency Name

3031 TORRANCE BLVD.

Street Address

TORRANCE, CA 90503

City, State, Zip

SHANNON FLANNERY / SUE HERBERS

Attn: Project Director

(310) 618-5555 OR (310) 618-2864

Phone Number

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

8.35.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

8.36 PERSONNEL POLICIES

The COUNTY may review CONTRACTOR's personnel policies and require compliance with certain policies established by the Probation Department. Personnel policies shall include but are not limited to: staff levels, salaries, supervisory-subordinate ratios, consultant fees, fringe benefits, grievance procedures and other related matters.

CONTRACTOR agrees to the following provisions related to outside employment of its employees and shall include such provisions in its published personnel policies:

- A. Such employment shall not interfere with the efficient performance of the employee's duties in the program;

- B. Such employment shall not involve a conflict of interest or conflict with the employee's duties in the program;
- C. Such employment shall not involve the performance of duties which the employee should perform as part of employment in the program; and
- D. Such employment shall not occur during the employee's regular or assigned working hours in the program, unless the employee during the entire day on which such employment occurs is on either prior approved annual leave, compensatory leave, or leave without pay.

In adopting procedures to implement the policy stated above, CONTRACTOR must provide specific procedures regarding the outside employment of full-time personnel whose duties are not readily confined to a standard workday or workweek. CONTRACTOR must adopt rules restricting or prohibiting the outside employment of executive directors, neighborhood workers, or other employees whose responsibilities include being available for duty during evenings or on weekends.

8.36.1 Employee Benefits and Acknowledgment of Employer

8.36.1.1 CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgment that each employee understands that they are an employee of CONTRACTOR and not of COUNTY must be signed by each employee of CONTRACTOR employed at the site by the first day of employment. (Refer to **Exhibit K**) The CONTRACTOR must keep the Original acknowledgment and a copy must be filed within five (5) business days of employment with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010. In addition, forward copies to the Probation Department, Contract & Grants Management Division, 9150 E. Imperial Hwy., Room B-82, Downey, CA 90242, ATTN: Thao Nguyen, Contract Analyst.

8.36.1.2 COUNTY shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

8.37 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.38 PUBLIC RECORDS ACT

8.38.1 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 Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the 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 issued by a court of competent jurisdiction.

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

8.39 PUBLICITY

8.39.1 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:

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

- 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 Contract Director. The COUNTY shall not unreasonably withhold written consent.

8.39.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.40 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR must have sign-in sheets for services provided to youth readily available for COUNTY's review.

The CONTRACTOR agrees that the COUNTY, or its authorized representatives, State or Federal personnel shall have access to and the right to examine, evaluate, audit, inspect and monitor its facilities and program operations, including the interview of CONTRACTOR's staff and program participants, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.40.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such

audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.40.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

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

8.40.4 The inspection methods that may be used include:

On-site visits; interview of CONTRACTOR's staff and program participants; attendance at meetings of Board of Directors, Advisory Board and/or Advisory Committee; review of case records, receipts, client/user complaints, monthly/quarterly performance reports, fiscal records, and CONTRACTOR's internal monitoring and evaluation system. CONTRACTOR shall ensure the cooperation of all subcontractors, its staff and Board members in all such efforts.

8.40.5 In the event that such inspection reveals the violation of this contract, and the CONTRACTOR fails to correct any such violation to the satisfaction of the COUNTY within a reasonable time, as required by COUNTY, COUNTY may in its sole discretion suspend or terminate this contract.

8.40.6 Necessary program reports shall be submitted to Probation Department on a regular monthly basis as required. CONTRACTOR shall maintain on the premises a list of clients served under this contract.

8.40.7 The COUNTY reserves the right to modify the program and this contract based on the results of its evaluation(s) and review(s). In addition, the COUNTY may use the results in future contract decisions. The evaluation(s) shall include, but are not limited to, contract compliance, effectiveness of program planning and impact. Ongoing assessment of the program will be conducted by the COUNTY.

8.41 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.

8.42 SPECIAL CONDITIONS

N/A

8.43 SUBCONTRACTING

8.43.1 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. In the event of such a breach, this Contract may be terminated forthwith.

8.43.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

- A. A description of the work to be performed by the subcontractor;
- B. A draft copy of the proposed subcontract; and
- C. Other pertinent information and/or certifications requested by the COUNTY.

- 8.43.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: **"This agreement is a subcontract under the terms of a prime agreement with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."** CONTRACTOR shall provide copy of subcontractor's contract to COUNTY prior to subcontract start date.
- 8.43.4 The 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.
- 8.43.5 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 8.43.6 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.43.7 The COUNTY's Contract Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.43.8 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.
- 8.43.9 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

**Thao Nguyen, Contract Analyst
County of Los Angeles Probation Department
Contracts Development Section
9150 E. Imperial Hwy., Room B-82
Downey, CA 90242**

before any subcontractor employee may perform any work hereunder.

8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment, pursuant to County Code Chapter 2.202.

8.45 TERMINATION FOR CONVENIENCE

- 8.45.1 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.
- 8.45.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.45.3 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 Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.
- 8.45.4 After the receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may

be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than thirty (30) days from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

- 8.45.5 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 8.45.6 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 the CONTRACTOR's program.

8.46 TERMINATION FOR DEFAULT

- 8.46.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Contract Director:
- A. CONTRACTOR has materially breached this Contract;
 - B. CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - C. CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 8.46.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.46.3 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-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and 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-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.46.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 - Termination for Convenience.
- 8.46.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.43.1, 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-paragraph 8.43.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) 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 the Probation, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

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 Sub-paragraph 8.23 - Indemnification.

- 8.46.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR IMPROPER CONSIDERATION

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

manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.48 TERMINATION FOR INSOLVENCY

- 8.48.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

- 8.48.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.50 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.

8.51 VALIDITY

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

8.52 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 Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 WARRANTY AGAINST CONTINGENT FEES

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

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

8.54 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING

8.54.1 Contractor shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon County Code Section 5.09. (**Exhibit Q**)

8.54.2 Contractor shall provide County of Los Angeles Probation Department with a Certified Document (Sexual Harassment/Discrimination/Retaliation Prohibited Form, **Exhibit Q**) noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from the contractor before the contractor may place an employee at the County of Los Angeles Probation Department.

9.0 UNIQUE TERMS AND CONDITIONS

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

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IN WITNESS WHEREOF, the parties by their duly authorized officers, have caused these presents to be subscribed on the day, month and year first above written.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

CITY OF TORRANCE,
A Municipal corporation

By: _____ Date: _____
ROBERT B. TAYLOR
CHIEF PROBATION OFFICER

By: _____
FRANK SCOTTO, MAYOR

APPROVED AS TO FORM:

ATTEST:

RAYMOND G. FORTNER, JR
COUNTY COUNSEL

By: _____
SUE HERBERS
CITY CLERK

By: _____
GORDON W. TRASK
PRINCIPAL DEPUTY COUNTY COUNSEL

APPROVED AS TO FORM:
JOHN L. FELLOWS III
CITY ATTORNEY

By: _____

NAME OF CONTRACTOR: TORRANCE POLICE DEPARTMENT

By: LEROY J. JACKSON
Name Authorized Representative

CITY MANAGER
Title

Signature

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
 COUNTY DELINQUENCY PREVENTION PROGRAM OR
 COUNTY-WIDE JUVENILE CRIME & ANTI-GANG STRATEGIES PROGRAM
STATEMENT OF WORK
SUMMARY PAGE**

CONTRACT NUMBER: 640-10-065

ORIGINAL: _____

AMENDMENT NUMBER: _____

Agency: TORRANCE POLICE DEPARTMENT
 Project Title: TORRANCE JUVENILE DIVERSION
 Address: 3300 CIVIC CENTER DRIVE
 City/Zip: TORRANCE, CA 90503

Project Director: SHANNON FLANNERY
 Telephone: (310) 618-5555 Ext. 5555
 FAX: (310) 618-5546
 Executive Director: LEROY J. JACKSON
 Telephone: (310) 618-5880 Ext. 5880

SUPERVISORIAL DISTRICT AREA #	L.A. COUNTY ALLOCATION	OTHER GRANTS(S)	AGENCY IN-KIND MATCH	TOTAL OF PROJECT'S COST	TOTAL ANNUAL CLIENTS SERVED	TOTAL ANNUAL SERVICE UNITS
1.	\$	\$	\$	\$		
2.	\$	\$	\$	\$		
3.	\$	\$	\$	\$		
4.	\$28,198.00	\$	\$	\$28,198.00	93.99	939.9
5.	\$	\$	\$	\$		
TOTAL	\$28,198.00	\$	\$	\$28,198.00	93.99	939.9

PROGRAM AND BUDGET APPROVALS: *The following representatives have reviewed and approved the Statement of Work to be carried out under this contract:*

Contractor Executive Director: _____ Date: _____
 Signature Required
 Probation Program Monitor: _____ Date: _____
 Probation Contracts Officer: _____ Date: _____

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
COUNTY DELINQUENCY PREVENTION PROGRAM OR COUNTY-WIDE JUVENILE CRIME & ANTI-GANG STRATEGIES PROGRAM

STATEMENT OF WORK
PROJECT DESCRIPTION, GOALS AND OBJECTIVES

YEAR: 2010 / 2011 CONTRACT NUMBER: 640-10-065
AGENCY NAME: TORRANCE POLICE DEPT. ORIGINAL:
IF APPLICABLE, SUBCONTRACTOR NAME:
PROJECT TITLE: TORRANCE JUVENILE DIVERSION AMENDMENT NO:

SUPERVISORIAL DISTRICT: 4
I. PROJECT SITE(S)/SCOPE OF SERVICES TO BE PERFORMED AT:
A. Name of location site and address:
(Include City and full Zip Code of 9 digits).
3300 CIVIC CENTER DRIVE
TORRANCE, CA 90503-5056
B. Project Director:
Shannon Flannery
C. Project Telephone Number:
(310) 618-5555

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II. DAYS AND HOURS OF OPERATION (of Project's offices)

Mondays	open at: 8:00	close at: 5:00	24 Hours	closed
Tuesdays	open at: 8:00	close at: 5:00	24 Hours	closed
Wednesdays	open at: 8:00	close at: 5:00	24 Hours	closed
Thursdays	open at: 8:00	close at: 5:00	24 Hours	closed
Fridays	open at: 8:00	close at: 5:00	24 Hours	closed
Saturdays	open at:	close at:	24 Hours	closed
Sundays	open at:	close at:	24 Hours	closed
Holidays	open at:	close at:	24 Hours	closed

III. BRIEF PROJECT DESCRIPTION: A community wide multidisciplinary program coordinated by the City of Torrance Police Department to reduce the incidence of juvenile crime, child victimization, intra-familial, abuse and behavior problems in the schools and the community by diverting cases from court and Probation.

IV. PROJECT GOAL(S) AND OBJECTIVE(S) / STATEMENT OF WORK (refer to Exhibit A-3):
Provide a narrative description/statement of work (SOW), limited to three pages of project's proposed activity indicating quantifiable goals by service category with specific measurable outcomes, and include the time frames as appropriate. (See next page for SOW format, Exhibit A-3).
Only residents of the planning areas who meet Federal guidelines are eligible to receive services provided by this project.

STATEMENT OF WORK - FORMAT

According to Exhibit "A", page 2, section IV: Project Goal(s) and Objective(s)

Please follow the format and include the headings to the sections and sub-sections, for example:

D. Project Description:

D1 Type of Program: After school, mentoring

I. INTRODUCTION TO THE STATEMENT OF WORKA. NAME OF AGENCY - City of TorranceB. PROJECT TITLE – Juvenile Diversion ProgramC. CONTRACT NUMBER & SUPERVISORAL DISTRICT FUNDING PROJECT – County Delinquency Prevention Program/Contract #640-10-065/Supervisorial District 4D. PROJECT DESCRIPTION

D1 – Type of Program (e.g. Counseling, Diversion, After School, Remedial Education, Life Skills, Mentoring, Job training, etc.). Individual, family and group counseling.

D2 – Identify the service categories directly funded by this contract. Professional counseling.

D3 - Identify goals & objectives of the project.

- 1.) Reduce the incidence of police involvement, status offense (WIC 601) and criminal offense (WIC 602) per our Counseling Evaluation Form/Client Progress Report.
- 2.) Reduce the incidence of truancy and school related problems per our Counseling Evaluation Form/Client Progress Report.
- 3.) Maintain a reduced recidivism rate throughout the year.

D4 – Provide a description of each service category and include the frequency to be provided to each minor. (e.g. number of sessions/hours provided weekly/monthly, etc.)

Professional Counseling: Professional counseling will be provided to 93.99 families. Our focus will be on family counseling. These cases will be referred by the Torrance Police Department, Torrance elementary, middle and high schools, Probation Department and Court. Sessions will be scheduled on a weekly basis, with an average duration of 10 weeks. Each session will last approximately one hour. Sessions will focus on delinquent behavior, family communications, blended family issues, substance abuse and adolescent adjustment.

D5 – Indicate the position of the person providing each specific service. (e.g. teacher, counselor, license clinician, para-professional).

Juvenile Diversion Coordinator – Professional counseling

Case Worker – Professional counseling

Counseling Intern – Professional counseling

Two Licensed Therapists – Professional counseling

Staff Assistant - Administrative

D6 - Number of youth to be served. 93.99 families.

D7 - Age group. (e.g. 8 to 18 years old) 5 to 18 years old.

D8 - Target population (e.g., juvenile delinquent, at-risk youth, probation youth, gang ideation/affiliation, etc.). Juvenile delinquent and at-risk youths in the City of Torrance. Dealing with issues such as arrests, runaway, substance abuse, emotional behavior, gangs, truancy, school behavior, etc.

D9 – Selection process: Provide the criteria for youth's participation. Also, identify the level of staff performing the selection and the tool/instrument utilized to select eligible youth for the project. Each child and or family referred to the Torrance Juvenile Diversion Program will participate in an intake/assessment evaluation by the Juvenile Diversion Staff using our in-house Intake Forms.

D10 – Referral process – Indicate how youth are referred to your agency. (e.g. Probation Dept., self-referrals, outreach efforts, etc. and how referral providers will know about the service (e.g. advertising prior experience with referral provider, etc.). Referral sources are probation, police, school, court, Fire Department, DCFS, the School Attendance Review Board (SARB), website, parents and children. Most of our referrals are from prior experience with referral providers. We use our website, www.TorranceCA.Gov, presentations and program brochures for advertising.

D11 – Identify service areas/city and service location. The Juvenile Diversion Program serves the City of Torrance.

D12 – Indicate if it is an existing project or a new project requiring a start-plan. The Juvenile Diversion Program has been in existence for 31 years.

D13 – If applicable, provide a list of other funding sources that will be utilized to provide the service(s). Pursuant to contract, section 8.27, provide full name, address of each agency and description of funding. If not applicable, state “not applicable.” Not applicable.

D14 – If applicable, provide services provided by Subcontractor; otherwise, mark N/A: **Clearly indicate the type of services that will be provided by an independent contractor (consultant) or subcontractor. Please remember that services provided by an independent contractor or subcontractor must be approved by the COUNTY prior to execution of contract, as set forth in the contract. In addition, a sub-agreement must be in place prior to providing services. (Refer to Section 8.22 & 8.40)** If not applicable, state “not applicable.” Professional counseling services by two contracted therapists. They have been approved by the County to provide counseling services.

II. STATISTICAL COMPONENT

A. SERVICE UNIT

1. Define and explain a “service unit” For example:

- a service unit is defined as one (1) hour of counseling
- a service unit is defined as one field trip, etc.

A service unit is defined as (1) hour of counseling

2. Provide the number of service units (SU) per category and per youth
Example: Each youth shall receive 10 hours of Counseling for the contract term
Each youth shall receive 20 hours of Tutoring for the contract term

Each youth will receive 10 hours of counseling for the contract term.

3. Provide mathematical calculations for determining the total number of service units (SU). Include the number of youth served and the frequency of services to be provided under each service category.

Intake, Assessment and Professional Counseling: All youths referred to the Torrance Juvenile Diversion Program will be assessed and counseled by the Juvenile Diversion Staff. Counseling sessions are scheduled on a weekly basis with an average duration of 10 weeks. Each assessment will be 1 hour in length and represent 1 unit of service. By year-end, a minimum of 93.99 service units will be expended. (93.99 families x 10 weeks x 1 hour = 939.9 S.U. x \$30.00 per hour = \$28,197.00)

B. COST

As applicable to the project:

1. Indicate the average cost per youth and explain how this amount was arrived. **OR**
2. Indicate the average cost per service unit and explain how this amount was arrived.

The Torrance Juvenile Diversion Program will see 93.99 families per year at an average of 10 weeks for 1 hour per session which equals 939.9 service units multiplied by \$30.00 per hour equals \$28,197.00 the amount of grant awarded. (93.99 families x 10 weeks x 1 hour = 939.9 S.U. x \$30.00 per hour = \$28,197.00)

III. INDICATORS/PERFORMANCE MEASURES

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Provide a description of the indicators/performance measures to demonstrate how the project/service is making progress in achieving the established goals and objectives.

- A. Identify the indicators/service categories provided under this contract. (e.g. counseling, tutoring, etc.)
Professional counseling.
- B. Objectives must reflect the same Indicators/service categories as stated above.
- C. Performance/Outcome measures must be dependable and reliable. Measurements must be directly related to the objectives of the project and should indicate project effectiveness. Please note that a self-survey completed by youth is not a reliable/dependable measure. Counseling Evaluation Forms/Client Progress Reports are completed by Juvenile Diversion Staff.

Provide the following:

- 1) A projection (in percentage terms) of youth that indicate improvement based on the outcome measurement.
 - 1a) Of the 93.99 families that receive services, 65% will successfully complete their counseling services. Successful completion will be defined by Client Progress Reports, Sign-in Sheets, completing 10 counseling sessions, no re-arrest and or negative contact with law enforcement.
 - 1b) To reduce the number of pre-delinquent oriented youth from being processed into the Juvenile Justice System by 10% over the fiscal year '10 – '11 figures.
 - 1c) To reduce the number of trancies and school related problems by 10% over the fiscal year '10 – '11 figures.
 - 1d) To reduce the number of police involvement, status offense (WIC 601) and criminal offense (WIC602) by 10% over the fiscal year '10 – '11 figures.
 - 1e) Maintain recidivism rate to less than 12% over the fiscal year '10 – '11 figures.
- 2) The title of the person that evaluates/verifies the data to determine the percentage outcome.
Juvenile Diversion Coordinator.

NOTE: REPORTING ON A QUARTERLY BASIS:

The measurements an outcomes will be reported by completing the **Quarterly Performance/Outcome Report (see Exhibit O)** on a quarterly basis and is due by the 10th of the month proceeding each quarter. In addition, the final quarter report must include data for all prior quarters and submitted along with the **final year-end report** which is due ten (10) days following the expiration date of the contract.

Upon request, additional information maybe required along with the start and end dates of services provided for each youth. All information for youth will be kept confidential.

**STATEMENT OF WORK
PERFORMANCE MEASURE GUIDELINES**

The purpose of the Performance Measure Guidelines are to aid the Contractor in its selection of program performance measures that are designed specifically to the services budgeted during this contract term, producing related outcome measures based on standard tools of measurements, and that provide aggregate information.

In addition to the Required Outcome Measure Projections, please select at least one (1) performance measures that corresponds to your program from each of the four (4) categories listed below by marking the appropriate box underneath your selection.

PROGRAM TYPE

Select the type/ name of your program indicated in your Statement of work.	Afterschool/ Recreational Services	Lifeskills Services	Camp/ Transition Aftercare	Educational Services	Counseling Services	Shelter Services	Day Treatment	Summer Camp	Employment/ Job Training	Other (Specify)
					X					

SERVICE/INDICATORS

Select the services as listed in your Statement of Work.	Individual Counseling	Group Counseling	Family Counseling	Parenting Classes	Tutoring	Mentoring	Group Presentations	Recreational Activity/ Field Trips	Community Service	Workshop/ Lab Training	Home Visits	School Visits	Camp Visits	Follow-up Calls	Other (Specify)
	X	X	X												

OUTCOME MEASURE

Indicate Percentage % of projected Outcome Measures to be completed by the end of contract term.	(Required Outcome Measure Projections)												
	Number of Improved Behavior	Number of Improved Attendance	Number of Improved Grade	Number of Decreased Gang Activity	Number of Bed Nights	Number of Referrals To Other Sources	Number To Become Employed	Number To Complete Parenting Program	Other (Specify)	Number of Youth Served	Number of Program Dropouts	Number of Rearrests	Number of Youth to Complete Program
10%		10%	10%							93.99	25	4	93.99

MODEL/STANDARD MEASUREMENT TOOL * (Self-Evaluations are not a sufficient form of measurement.)

Indicate the standard method of evaluation for your program.	Evaluation Model	Pre/Post Tests	Indicate the source documentation used for your program.		School Progress Reports	Certificate of Improvement	Certificate of Program Completion	Attendance Sheets	Other (Specify)
		X				X			

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

COUNTY-WIDE JUVENILE CRIME & ANTI-GANG STRATEGIES PROGRAM (ANTI-GANG) OR

COUNTY DELINQUENCY PREVENTION PROGRAM (CDPP)

BUDGET SUMMARY PAGE

AGENCY: TORRANCE POLICE DEPARTMENT Year: 2010/2011 CONTRACT NO: 640-10-065
 PROJECT: TORRANCE JUVENILE DIVERSION NUMBER OF MONTHS/BUDGET: 12 (length of contract term) ORIGINAL: _____
 AMENDMENT NO.: _____

1. Contractor Name, Address, Zip Code
TORRANCE POLICE DEPARTMENT
3300 CIVIC CENTER DRIVE
TORRANCE, CA 90503

2. Contractor Telephone Number: (Corp. Offices)

(310) 618-5555
Project Office

3. Type of Entity _____ County Department Public Body _____ Private/NON-Profit _____ Private/PROFIT _____

NOTE: Indirect costs cannot exceed 15% of the total budget. Proper accounting records must be kept on these items.

4. Budget	b. L.A. County General Fund Share (This Contract Only)					c. Other Grants	d. Agency \$/In-Kind Match	TOTALS OF COSTS
	1 st SD	2 nd SD	3 rd SD	4 th SD	5 th SD			
1. PERSONNEL (DIRECT)				\$28,198.00				\$28,198.00
2. PERSONNEL (INDIRECT)								
3. CONSULTANTS								
4. *SUBCONTRACTOR								
5. TRAVEL/MILEAGE								
6. SPACE/RENT								
7. CONSUMER SUPPLIES								
8. EQUIP RENTS								
9. ** OTHER:								
TOTAL COST				\$28,198.00				\$28,198.00

*Services that are subcontracted requires COUNTY's prior approval. Refer to contract.
 **OTHER: attach a list describing service/item(s)

A. Contractor/Executive Director: _____ Date: _____
 Signature Required
 B. Probation Contract Analyst: _____ Date: _____
 C. Probation Contract Administrator: _____ Date: _____

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENTS (AQL)	MONITORING METHOD	DEDUCTION FROM CONTRACT FOR EXCEEDING AQL
Overall compliance with Scope of Work	Required services provided	Complete and accurate records of required services	10%	Random Sampling, 100% Inspection, Unscheduled Inspections and Site visits, User complaints and/or Contractor Reports	Up to \$50 per occurrence
Overall compliance with administrative/personnel requirements	Client service documents and monthly submittal of attached statistical report	As stated in the contract	0%	Random Sampling, 100% Inspection, Unscheduled Inspections and Site visits, User complaints and/or Contractor Reports.	Up to \$50 per occurrence

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JUVENILE DIVERSION PROGRAM

MONTHLY FUNDING REQUISITION

AGENCY: _____

MAILING ADDRESS: _____

CONTRACT NO.: _____

PAYMENT PERIOD: _____

AMOUNT OF THIS REQUEST: \$ _____

Mail this Requisition to: *(Please submit original and one copy)*

L.A. County Probation Department
Contracts and Grants Management Division
ATTN: Maria Torres
9150 East Imperial Hwy., Room B-82
Downey, CA 90242

(Maria can be reached at (562) 658-4324)

I HEREBY REQUEST PAYMENT FOR THE MONTH OF SERVICE LISTED ABOVE AND CERTIFY THAT THE SERVICES IDENTIFIED IN OUR CONTRACT WERE PROVIDED AND ARE REPORTED ON OUR MONTHLY PERFORMANCE AND EXPENDITURE REPORT.

AGENCY'S DIRECTOR:

PREPARED BY:

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Telephone No.: () _____

Telephone No.: () _____

L:\CONTRACTS\CDPP & Anti-Gang\CDPP_101\EXHIBITS\EXH-C3_invoice.doc

**COUNTY DELINQUENCY PREVENTION PROGRAM OR
COUNTY-WIDE JUVENILE CRIME & ANTI-GANG STRATEGIES PROGRAM
PROGRAM PERFORMANCE & EXPENDITURE REPORT**

MONTHLY PERIOD OF: _____ TO: _____

AGENCY: _____ SUP. DISTRICT: _____

DISTRICT ALLOCATION \$ _____

SERVICE CATEGORY <i>(Refer to Contract EXHIBIT A, p.2, Section IV and provide formula for each service category)</i>	TOTAL ANNUAL SERVICE UNITS PLANNED	SERVICE UNITS PROVIDED THIS MONTH	TOTAL SERVICE UNITS PROVIDED TO DATE
TOTAL:			

TOTAL ANNUAL CLIENTS TO BE SERVED DURING THE CONTRACT TERM: _____
(AS STATED IN THE CONTRACT – see Exhibits A, pages 1 & 2- Sect. IV)

TOTAL NUMBER OF CLIENTS TO COMPLETE PROGRAM TO DATE: _____

(Report the CUMMULATIVE number of clients to enter program each MONTH in this section)

AGE GROUP	CLIENT CHARACTERISTICS/CATEGORY	PRIMARY REFERRAL SOURCES
0-5:	Pre-delinquent/At-Risk Juvenile:	Police:
6-12:	Juvenile Delinquent:	Attorney:
13-17:	Juvenile Camp Release:	Court:
18:	Juvenile Probationer:	School:
	Gang Member:	Camp:
	Specify Other:	Probation:
CUMMULATIVE TOTAL:	CUMMULATIVE TOTAL:	Self:
SEX	ENROLLMENT STATUS OF CLIENTS SERVED	Family member:
Male:	Newly Enrolled Clients	CBO:
Female:	Continuous Clients (Actively Enrolled At Start of Contract Term)	Specify Other:
CUMULATIVE TOTAL:	CUMULATIVE TOTAL SERVED TO DATE:	CUMULATIVE TOTAL:

CONTRACTOR'S EEO CERTIFICATION

TORRANCE POLICE DEPARTMENT

Contractor Name

3300 CIVIC CENTER DRIVE, TORRANCE, CA 90503-5056

Address

95-6000803

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 checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" 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 checked="" 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 checked="" type="checkbox"/> | No <input type="checkbox"/> |

LEROY J. JACKSON, CITY MANAGER

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION**COUNTY CONTRACT DIRECTOR:**

Name: Tasha Howard
Title: Director, Contracts & Grants Management Division
Address: 9150 E. Imperial Hwy., Room B-82, Downey, CA 90242
Telephone: (562) 940-2728

COUNTY CONTRACT ADMINISTRATOR:

Name: Daniel Sahagun
Title: Supervisor, Contracts Development Section
Address: 9150 E. Imperial Hwy., Room B-82, Downey, CA 90242
Telephone: (562) 940-2615
Facsimile: (562) 940-3397

COUNTY CONTRACT ANALYST:

Name: Thao Nguyen
Title: Contract Analyst
Address: 9150 E. Imperial Hwy., Room B-82, Downey, CA 90242
Telephone: (562) 658-4321
Facsimile: (562) 658-4771

COUNTY CONTRACT PROJECT MONITOR:

Name: Sandra Torres
Title: Head, Contract Monitoring Office
Address: 7639 South Painter Avenue
Whittier, CA 90602
Telephone: (562) 907-3004

CONTRACTOR'S ADMINISTRATION

TORRANCE POLICE DEPARTMENT
CONTRACTOR'S NAME

CONTRACT NO. PROB 640-10-065

CONTRACTOR'S PROJECT DIRECTOR:

Name: SHANNON FLANNERY / SUE HERBERS

Title: COORDINATOR, JUVENILE DIVERSION

Address: 3300 CIVIC CENTER DRIVE

TORRANCE, CA 90503-5056

Telephone: (310) 618-5555

Facsimile: (310) 618-5546

E-Mail Address: sflannery@TorranceCA.Gov

CONTRACTOR'S AUTHORIZED OFFICAL (S)

Name: LEROY J. JACKSON

Title: CITY MANAGER

Address: 3031 TORRANCE BLVD.

TORRANCE, CA 90503

Telephone: (310) 618-5880

Facsimile: (310) 618-5881

E-Mail Address: ljackson@TorranceCA.Gov

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Address: 3300 CIVIC CENTER DRIVE

TORRANCE, CA 90503-5056

Telephone: (310) 618-5555

Facsimile: (310) 618-5546

E-Mail Address: sflannery@TorranceCA.Gov

**CERTIFICATION OF COMPLIANCE WITH
LOS ANGELES COUNTY LOBBYIST ORDINANCE
(COUNTY CODE CHAPTER 2.160)**

The CONTRACTOR certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The CONTRACTOR also certifies that all persons acting on behalf of the CONTRACTOR organization have and will comply with it during the contract term.

As a CONTRACTOR, I attest to a full understanding that future County contracts will contain language similar to the following:

Contractor and each County lobbyist of County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement/Contract.

Date: _____

Name of Agency/Contractor: TORRANCE POLICE DEPT./JUVENILE DIVERSION

Name of Signer: LEROY J. JACKSON

Title of Signer: CITY MANAGER

Signature: _____

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.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

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.

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.

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.

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.

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.

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.

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

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

Company Name:	TORRANCE POLICE DEPARTMENT		
Company Address:	3300 CIVIC CENTER DRIVE		
City:	TORRANCE	State:	CA Zip Code: 90503
Telephone Number:	(310) 618-5555		
Solicitation For (Type of Goods or Services):	PROFESSIONAL COUNSELING		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

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

- My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

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

OR

Part II - Certification of Compliance

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

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

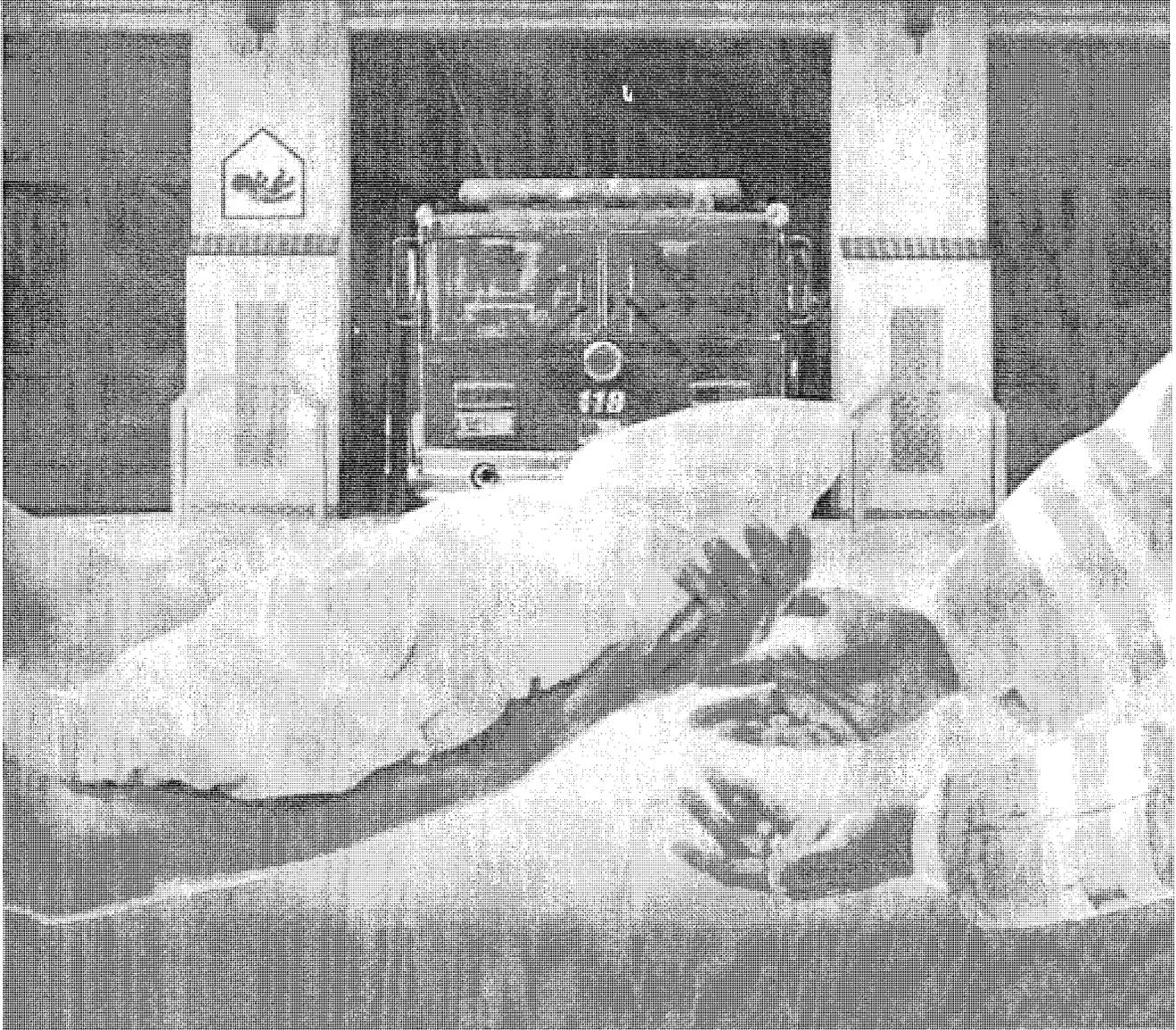
Print Name:	LEROY J. JACKSON	Title:	CITY MANAGER
Signature:		Date:	

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 blame. No shame. No names.

In Los Angeles County: 1-877-NOT-SAFE • 1-877-220-5723

www.kidswatch.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.

In Los Angeles County, 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

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.

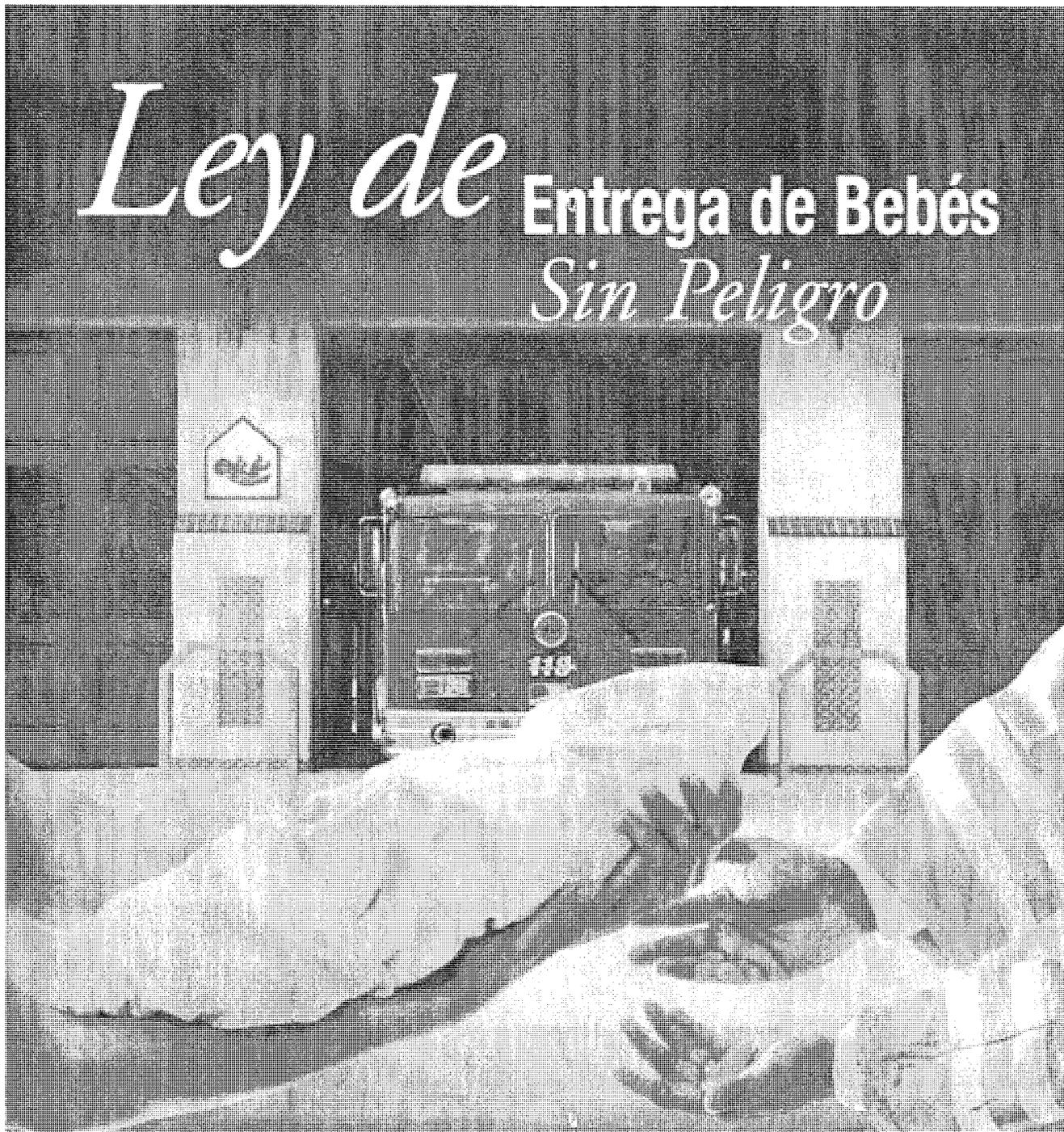
Why is California doing this?

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 Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-587-5473

www.lacounty.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-0723

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, infórmelo 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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando 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 brazalete 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.



CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

(Signature)

SHANNON FLANNERY

Name (Print)

COORDINATOR JUVENILE DIVERSION

Classification/Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment. *(All staff assigned/working under the contract must complete a CORI form. Please forward a copy to: Contracts & Grants Management Division, 9150 E. Imperial Hwy., Rm B-82, Downey, CA 90242.)*

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(Signature)

JULIE LAMANTIA

Name (Print)

STAFF ASSISTANT

Classification/Title

Date

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(Signature)

MAILE THAI

Name (Print)

CASE WORKER

Classification/Title

Date

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

(Signature)

CHRISTIANE DIAZ

Name (Print)

INTERN

Classification/Title

Date

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CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

(Signature)

ROBERT BABB

Name (Print)

LICENSED THERAPIST

Classification/Title

Date

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

(Signature)

AMY NOELLE McCAULEY
Name (Print)

LICENSED THERAPIST
Classification/Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment. *(All staff assigned/working under the contract must complete a CORI form. Please forward a copy to: Contracts & Grants Management Division, 9150 E. Imperial Hwy., Rm B-82, Downey, CA 90242.)*

**CONTRACT FOR
COUNTY DELINQUENCY PREVENTION PROGRAM AND/OR ANTI-GANG STRATEGIES PROGRAM**

**CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

TORRANCE POLICE DEPARTMENT

CONTRACTOR NAME _____

640/10/065

Contract No. _____

SHANNON FLANNERY

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.

Initials of Signer _____

**CONTRACT FOR
COUNTY DELINQUENCY PREVENTION PROGRAM AND/OR ANTI-GANG STRATEGIES PROGRAM**

**CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

TORRANCE POLICE DEPARTMENT

CONTRACTOR NAME _____
640/10/065
Contract No. _____
JULIE LAMANTIA
Employee Name _____

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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.

Initials of Signer _____

**CONTRACT FOR
COUNTY DELINQUENCY PREVENTION PROGRAM AND/OR ANTI-GANG STRATEGIES PROGRAM**

**CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

TORRANCE POLICE DEPARTMENT

CONTRACTOR NAME _____
Contract No. 640/10/065
Employee Name MAILE THAI

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.

Initials of Signer _____

**CONTRACT FOR
COUNTY DELINQUENCY PREVENTION PROGRAM AND/OR ANTI-GANG STRATEGIES PROGRAM**

**CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

TORRANCE POLICE DEPARTMENT

CONTRACTOR NAME _____

640/10/065

Contract No. _____

CHRISTIANE DIAZ

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.

Initials of Signer _____

Contractor Name TORRANCE POLICE DEPARTMENT Contract No. 640/10/065

Employee Name SHANNON FLANNERY

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: SHANNON FLANNERY

POSITION: COORDINATOR JUVENILE DIVERSION

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copies must be forwarded by CONTRACTOR to COUNTY within five (5) business days and to Probation.
Send copies to:

County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 E. Imperial Hwy., Room B-82
Downey, CA 90242
ATTN: Thao Nguyen, Contract Analyst

Contractor Name TORRANCE POLICE DEPARTMENT Contract No. 640/10/065

Employee Name JULIE LAMANTIA

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: JULIE LAMANTIA

POSITION: STAFF ASSISTANT

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copies must be forwarded by CONTRACTOR to COUNTY within five (5) business days and to Probation.
Send copies to:

County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 E. Imperial Hwy., Room B-82
Downey, CA 90242
ATTN: Thao Nguyen, Contract Analyst

Contractor Name TORRANCE POLICE DEPARTMENT Contract No. 640/10/065

Employee Name MAILE THAI

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: MAILE THAI

POSITION: CASE WORKER

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copies must be forwarded by CONTRACTOR to COUNTY within five (5) business days and to Probation.
Send copies to:

County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 E. Imperial Hwy., Room B-82
Downey, CA 90242
ATTN: Thao Nguyen, Contract Analyst

Contractor Name TORRANCE POLICE DEPARTMENT Contract No. 640/10/065

Employee Name CHRISTIANE DIAZ

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: CHRISTIANE DIAZ

POSITION: INTERN

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copies must be forwarded by CONTRACTOR to COUNTY within five (5) business days and to Probation.
Send copies to:

County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 E. Imperial Hwy., Room B-82
Downey, CA 90242
ATTN: Thao Nguyen, Contract Analyst

**CONTRACT FOR
COUNTY DELINQUENCY PREVENTION PROGRAM AND/OR ANTI-GANG STRATEGIES PROGRAM**

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

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

TORRANCE POLICE DEPARTMENT

CONTRACTOR NAME _____
640/10/65

Contract No. _____

Non-Employee Name _____
ROBERT BABB

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.

Initials of Signer _____

**CONTRACT FOR
COUNTY DELINQUENCY PREVENTION PROGRAM AND/OR ANTI-GANG STRATEGIES PROGRAM**

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

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

CONTRACTOR NAME TORRANCE POLICE DEPARTMENT
Contract No. 640/10/065
Non-Employee Name AMY NOELLE McCAULEY

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.

Initials of Signer _____

Contractor Name TORRANCE POLICE DEPARTMENT Contract No. 640/10/065
Non-Employee Name ROBERT BABB

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.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: ROBERT BABB

POSITION: LICENSED THERAPIST

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copies must be forwarded by CONTRACTOR to COUNTY within five (5) business days and to Probation.
Send copies to:

County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 E. Imperial Hwy., Room B-82
Downey, CA 90242
ATTN: Thao Nguyen, Contract Analyst

Contractor Name TORRANCE POLICE DEPARTMENT Contract No. 640/10/065

Non-Employee Name AMY NOELLE McCAULEY

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.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: AMY NOELLE McCAULEY

POSITION: LICENSED THERAPIST

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copies must be forwarded by CONTRACTOR to COUNTY within five (5) business days and to Probation.

Send copies to:

County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 E. Imperial Hwy., Room B-82
Downey, CA 90242
ATTN: Thao Nguyen, Contract Analyst

**Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND
CONTRACTOR DEBARMENT**

2.202.010 Findings and Declarations.

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. 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. 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 to provide goods to, or perform services for or on behalf of, 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.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. 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, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (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 party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of 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) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. 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 factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors

- A. The county may debar a contractor who has an existing contract with the county 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 any term of a contract with the county; (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. 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.
- D. 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 factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (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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**LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY**

Vendor Name: ARROWHEAD EMANCIPATION PROGRAM
Alias:
Debarment Start Date: 7/8/2008 **Debarment End Date:** Permanently Debarred
Principal Owners and/or Affiliates: Irma F. Reed And Charlene Williams

Vendor Name: G COAST CONSTRUCTION INC.
Alias:
Debarment Start Date: 9/11/2007 **Debarment End Date:** 9/10/2012
Principal Owners and/or Affiliates: Ezra Levi

Vendor Name: INSPECTION ENGINEERING CONSTR
Alias: Inspection Engineering Construction
Debarment Start Date: 6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates: Jamal Deaifi

Revised 03/18/2009



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

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 2007 are less than \$39,763 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, 2008.

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 the IRS website at www.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 the 2007 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 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 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2007)
Cat. No. 205991

FINAL REPORT

The final year-end report is **due ten (10) days following the expiration date** of the contract. The report is to be consistent with the goals/services (statement of work) listed in the contract under Exhibit A, page 2, Section IV.

Refer to Section 8.5, COMPLETION OF REPORTS

Please include:

- I. NAME OF AGENCY
- II. CONTRACT NUMBER
- III. SUPERVISORIAL DISTRICT & FUNDING AMOUNT
- IV. NAME OF PROGRAM
- V. TYPE OF PROGRAM (e.g. Counseling, diversion, after-school, remedial education, life skills, mentoring, job training, etc.)
- VI. SUMMARY OF GOALS & OBJECTIVES: Include youth's age group and characteristics/category (e.g. pre-delinquent, at-risk, juvenile delinquent, high risk)
- VII. SUMMARY OF ACCOMPLISHMENTS: Include performance measures and outcomes, number of youth to complete program, number of youth served, number of program dropouts, number of youth rearrested, etc.

QUARTERLY - PERFORMANCE/OUTCOME REPORT - FY 2010/2011
COUNTY DELINQUENCY PREVENTION PROGRAM OR ANTI-GANG STRATEGIES PROGRAM

NAME OF AGENCY: _____ CONTRACT#: _____ TERM: _____

NAME OF PROGRAM: _____ SUP. DISTRICT: _____ AMOUNT FUNDED: _____

REPORTING QUARTER: _____

Per Exhibit A under the abovementioned contract indicate the following:

Total annual clients to be served under this contract term: _____

Total Service Units(SU) to be provided under this contract term: _____

Number of youth who successfully completed the program during this quarter: _____

Number of youth served during this quarter: _____

Number of SUs provided during this quarter: _____

SERVICE CATEGORIES (i.e. counseling, tutoring, mentoring, training, etc.)	TOTAL NUMBER OF YOUTH ENROLLED EACH QUARTER				TOTAL YOUTH SERVED PER QUARTER	TOTAL UNDUPLICATED YOUTH SERVED PER QUARTER	SERVICE UNITS COMPLETED EACH QUARTER				TOTAL SERVICE UNITS PER QUARTER	
	1ST QTR	2ND QTR	3RD QTR	4TH QTR			1ST QTR	2ND QTR	3RD QTR	4TH QTR		
1.												
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
TOTAL:												

*Note: Youth Served must reside in the Supervisorial District funding this contract.

2. OUTCOME MEASURES:

SERVICE CATEGORIES (i.e. counseling, tutoring, mentoring, training, etc.)	Indicate Projected Outcome Measure as delineated in Exhibit A-4 of this contract	Indicate the number of clients who have improved during this reporting quarter				TOTAL YOUTH IMPROVED PER QUARTER	*PERCENTAGE OF YOUTH IMPROVED
		1ST QTR	2ND QTR	3RD QTR	4TH QTR		
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							107
9.							
10.							
TOTAL:							

*Percentage of Youth Improved = total youth improved divided by the total youth served by each service category from page one of this report.

CITY WHERE YOUTH RESIDES	NUMBER OF YOUTH SERVED
1.	
2.	
3.	
4.	
5.	
TOTAL:	

**SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION
PROHIBITED FORM**

A copy of this completed document must be forwarded to the Los Angeles County Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

**Los Angeles County Probation Department
Attn: Contracts and Grants Management Division
9150 E. Imperial Hwy., Rm. B-82
Downey, CA 90242**

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a contract, all Contractors' employees assigned under the contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the contractor and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of The Torrance Police Dept. assigned under the contract that I **must** receive the above referenced training. I Shannon Flannery hereby confirm that I have received such training and information on March 10, 2008.

NAME (PRINT):	
SHANNON FLANNERY	
POSITION:	
COORDINATOR, JUVENILE DIVERSION	
SIGNATURE:	DATE:

**SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION
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4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of The Torrance Police Dept. assigned under the contract that I **must** receive the above referenced training. I Julie LaMantia hereby confirm that I have received such training and information on March 28, 2007.

NAME (PRINT): JULIE LAMANTIA	
POSITION: STAFF ASSISTANT	
SIGNATURE:	DATE:

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PROHIBITED FORM**

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4. Their Rights
5. Their Responsibilities
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7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of The Torrance Police Dept. assigned under the contract that I **must** receive the above referenced training. I Maile Thai hereby confirm that I have received such training and information on August 3, 20 09.

NAME (PRINT): MAILE THAI	
POSITION: CASE WORKER	
SIGNATURE:	DATE:

**SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION
PROHIBITED FORM**

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5. Their Responsibilities
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7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of The Torrance Police Dept. assigned under the contract that I **must** receive the above referenced training. I Christiane Diaz hereby confirm that I have received such training and information on January 25, 20 10.

NAME (PRINT): CHRISTIANE DIAZ	
POSITION: INTERN	
SIGNATURE:	DATE:

**SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION
PROHIBITED FORM**

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Los Angeles County Probation Department
Attn: Contracts and Grants Management Division
9150 E. Imperial Hwy., Rm. B-82
Downey, CA 90242

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3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of ~~XXXXXXXXXX~~ contractor of The Torrance P.D assigned under the contract that I **must** receive the above referenced training. I Robert Babb hereby confirm that I have received such training and information on March 10, 20 08.

NAME (PRINT):		ROBERT BABB	
POSITION:		LICENSED THERAPIST	
SIGNATURE:		DATE:	

**SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION
PROHIBITED FORM**

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Attn: Contracts and Grants Management Division
9150 E. Imperial Hwy., Rm. B-82
Downey, CA 90242**

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5. Their Responsibilities
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7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an ~~XXXXXXX~~ contractor of The Torrance P.D. assigned under the contract that I **must** receive the above referenced training. I Amy Noelle McCauley hereby confirm that I have received such training and information on March 10, 2008.

NAME (PRINT): AMY NOELLE MCCAULEY	
POSITION: LICENSED THERAPIST	
SIGNATURE:	DATE:



CITY OF
TORRANCE

POLICE DEPARTMENT

JOHN J. NEU
CHIEF OF POLICE

July 26, 2010

Thao Nguyen
Contract Analyst
COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
9150 E. Imperial Highway
Downey, CA 90242

Dear Ms. Nguyen:

Per your request, the Torrance Juvenile Diversion Program would like to add the following Torrance Police Department Employees to the County of Los Angeles Probation Department contract. They will be providing professional counseling services to the Torrance youth.

- Maile Thai, Juvenile Diversion Case Worker
- Christiane Diaz, Juvenile Diversion Intern

Regarding their background checks, they recently were hired by the Torrance Police Department and received a very thorough background investigation and Live Scan. Their information remains on file at the Torrance Police Department.

If you have any questions please call me at (310) 618-5555.

Sincerely,

Lt. Steven Unglaub
Commander, Detective Division

Shannon Flannery
Juvenile Diversion Coordinator

**LIST OF EMPLOYEES & NON-EMPLOYEES THAT WILL PROVIDE
SERVICES UNDER THE 2010-2011 LOS ANGELES COUNTY
PROBATION CONTRACT**

EMPLOYEES

SHANNON FLANNERY

JULIE LAMANTIA

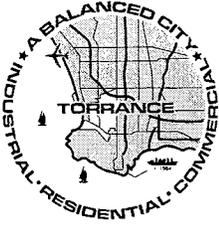
MAILE THAI

CHRISTIANE DIAZ

NON-EMPLOYEE

ROBERT BABB

AMY NOELLE McCAULEY



CITY OF TORRANCE

HUMAN RESOURCES DEPARTMENT City of Torrance Risk Management

Elaine M. Winer
Human Resources Director

Randall Sellers
Risk Manager
Telephone: 310-618-2958
FAX: 310-618-2927

July 8, 2010

Thao Nguyen
Contract Analyst
County of Los Angeles
9150 E. Imperial Hwy.
Downey, CA 90242

Subject: Juvenile Diversion

Please note that the City of Torrance is self-insured for automobile, general and professional liability for up to \$5,000,000 per occurrence. There is \$20,000,000 of coverage in place in excess of the \$5,000,000 self-insured retention.

The City is self-insured for workers' compensation for up to \$2,000,000 per occurrence and has excess coverage in place for occurrences over this amount.

The City has a formal self-insurance program and funds available to pay potential claims and judgments.

Feel free to call me at 310-618-2958 if you have any questions or need additional information.

Sincerely,

Randall Sellers
Risk Manager

C: Julia Lamantia, Police Department

City of Torrance City Council:

Frank Scotto	Mayor
Gene Barnett	Councilmember
Tom Brewer	Councilmember
Pat Furey	Councilmember
Cliff Numark	Councilmember
Susan Rhilinger	Councilmember
Bill Sutherland	Councilmember

The Torrance City Council meets every Tuesday in Council Chambers at City Hall, 3031 Torrance Boulevard, unless adjourned to another time or place. Regular business commences no earlier than 7 p.m. on Tuesdays, except for the first Tuesday of the month when the meeting begins at 6 p.m., unless otherwise publicly noticed. The City Council may convene at 5:30 p.m. for an Executive Session, which is a closed session authorized under the Brown Act.

City Hall Hours of Operation

Monday - Friday from 7:30 a.m. to 5:30 p.m. with offices closed alternate Fridays.

Internal Revenue Service

Date: October 10, 2003

City of Torrance
C/O Director of Finance
3031 Torrance Blvd
Torrance CA 90503 5015

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Shawndea Krebs 31-07986
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
95-6000803

Dear Sir/Madam:

This is in response to your request, regarding your organization's exemption from Federal income tax.

As a governmental unit or a political subdivision thereof, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code, which states in part:

"Gross income does not include income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

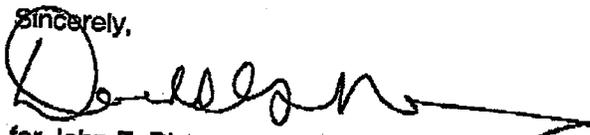
Because your organization is a governmental unit or a political subdivision thereof, its income is not taxable explained above. Contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2002-1 or its successor.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



for John E. Ricketts, Director, TE/GE
Customer Account Services