



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602



BOBBY D. CAGLE
Director

GINGER PRYOR
Chief Deputy Director

Board of Supervisors
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First District
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Second District
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Fifth District

April 21, 2020

Dear Prospective Contractors and Interested Parties:

ADDENDUM NUMBER TWO TO THE EMERGENCY SHELTER CARE SERVICES REQUEST FOR STATEMENT OF QUALIFICATIONS NUMBER 16-0037

Addendum Number Two is issued by the County of Los Angeles Department of Children and Family Services (DCFS) to all holders of the Emergency Shelter Care (ESC) Services Request for Statement of Qualifications (RFSQ) Number 16-0037. Addendum Number Two amends sections of the RFSQ listed below. Changes apply to referenced sections and/or subsections that are amended or deleted; all other sections remain in full affect.

A prospective contractor's failure to incorporate the requirements of this Addendum Number Two may result in their Statement of Qualifications not being considered, as determined at the sole discretion of the County.

Changes to wording in RFSQ sections in this Addendum Number Two include both deletions and additions. **Deletions** are indicated by strike-outs (~~strike-outs~~) and **additions** are underlined (underlined). Some charts or forms are replaced in their entirety where indicated due to the difficulty in demonstrating strike-outs and additions.

The section revisions are listed in sequential order as they appear in the RFSQ document.

- I. Appendix A (Statement of Work), Table of Contents is amended to add listing of SOW exhibits as indicated in Attachment I.
- II. Appendix A (Statement of Work), Section 5.0, Subsection 5.3, **COUNTY PROGRAM MANAGER**, is amended to read as follows:
 - 5.3 The CPM shall have a designee who acts on behalf of the CPM, in their absence. The CPM and designee are identified in COUNTY'S Administration, ~~Exhibit J~~ Exhibit E, of the Contract.
- III. Appendix A (Statement of Work), Section 7.0, **REFERRAL TO THE ESC PROGRAM**, Subsection 7.1 is amended to read as follows:
 - 7.1 CONTRACTOR shall receive referrals for placement from the CPM or designee from Monday through Friday, 9:00 a.m. to 5:00 p.m. An Emergency Response

"To Enrich Lives Through Effective and Caring Service"

Command Post (ERCP) designee shall provide all referrals outside normal business hours. CONTRACTORS shall be responsive to ERCP and follow the communication guidelines provided in Exhibit A-8, Emergency Response Command Post Contact Numbers.

- IV. Appendix A (Statement of Work), Subsection 9.4, **CONTRACTOR'S REPORTING PROCEDURES**, is amended to add Subsection 9.4.8 as follows:

9.4.8 CONTRACTOR shall follow the reporting procedures outlined in Exhibit A-7, Emergency Shelter Care Program Reporting Procedures.

- V. Appendix A (Statement of Work), Subsection 9.8.1, **Bed Availability Rate**, is amended to read as follows:

9.8.1 Bed Availability Rate

CONTRACTOR shall make available the number of beds for the bed placement category specified in Exhibit A-3, ESC Services Capacity Agreement. CONTRACTOR shall maintain the availability of these beds, on a 24 hour a day, 7 days a week basis, until placement occurs. CONTRACTOR shall be compensated the rates specified in ~~Exhibit A-4~~ Exhibit B, Pricing Schedule, and in accordance to the approved Exhibit A-6, Emergency Shelter Care Services Contractor's Invoice. All rates shall be calculated on a pro rata basis.

- VI. Appendix A (Statement of Work), Subsection 9.8.1, **Bed Availability Rate**, is amended to add Subsection 9.8.1.2 as follows:

9.8.1.2 CONTRACTOR shall submit the Exhibit A-6, Emergency Shelter Care Services Contractor's Invoice, and Exhibit A-11, Emergency Shelter Services Control Log, in arrears for services rendered in the previous month. Contractor shall make its best efforts to submit all invoices within 30 days of the last day of the month in which the service was rendered.

- VII. Appendix B (Statement of Work Exhibits), **Exhibit A-4, Pricing Schedule**, is Intentionally Omitted (Attachment II).

- VIII. Appendix B (Statement of Work Exhibits), **Exhibit A-5, Line Item Budget**, is Intentionally Omitted (Attachment III).

- IX. Appendix C (Sample Contract), **Sample Contract Provisions Table of Contents**, Exhibit C, Contractor's Proposed Schedule, and Exhibit D, Contractor's EEO Certification, are deleted in their entirety and replaced to read as follows:

Exhibit C ~~Contractor's Proposed Schedule~~ Intentionally Omitted (Attachment IV and Attachment V)

Exhibit D ~~Contractor's EEO Certification~~ Intentionally Omitted (Attachment IV and Attachment VI)

- X. Appendix C (Sample Contract), **Sample Contract Provisions Table of Contents**, Exhibit G, Form(s) Required at the Time of Contract Execution, is amended to read as follows:

Exhibit G ~~Form(s) Required at the Time of Contract Execution~~ CONTRACTOR Acknowledgement and Confidentiality Agreement (Attachment IV and Attachment VII)

- XI. Appendix C (Sample Contract), **Sample Contract Provisions Table of Contents**, Standard Exhibits listing, is amended to add Exhibit G1 and Exhibit J as follows:

Exhibit G1 CONTRACTOR Employee Acknowledgment and Confidentiality Agreement (Attachment IV and Attachment VIII)

Exhibit J Internal Revenue Notice 1015 (Attachment IV and Attachment IX)

- XII. Appendix C (Sample Contract), Paragraph 1.1 of Section 1, **APPLICABLE DOCUMENTS**, is amended to read as follows:

1.1 Exhibits A, B, C, D, E, F, G, G1, H, ~~and I~~, and J 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 terms and conditions of the Contract and then to the Exhibits according to the following priority.

- XIII. Appendix C (Sample Contract), Section 1, **APPLICABLE DOCUMENTS**, **Standard Exhibits**, 1.3, Exhibit C, 1.4, Exhibit D, and 1.7, Exhibit G are amended as follows:

1.3 Exhibit C – ~~CONTRACTOR'S Proposed Schedule~~ Intentionally Omitted

1.4 Exhibit D – ~~CONTRACTOR'S EEO Certification~~ Intentionally Omitted

1.7 Exhibit G – ~~Form(s) Required at the Time of Contract Execution~~ CONTRACTOR'S Acknowledgement and Confidentiality Agreement

- XIV. Appendix C (Sample Contract), Section 1, **APPLICABLE DOCUMENTS**, **Standard Exhibits**, subparagraphs 1.7A, Exhibit G1, and 1.10, Exhibit J are added as follows:

1.7A Exhibit G1 – CONTRACTOR Employee Acknowledgment and Confidentiality Agreement

1.10 Exhibit J – Internal Revenue Notice 1015

XV. Appendix C (Sample Contract), Subsection 2.1, **Standard Definitions**, paragraphs 2.1.1.7, 2.1.1.8, and 2.1.1.9 are amended to read as follows:

2.1.1.7 **County Project Program Manager:** Person designated by County's Project Program Director to manage the operations under this Contract.

2.1.1.8 **COUNTY Contract Project Program Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.1.1.9 **COUNTY's Project Program 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 Program Manager.

XVI. Appendix C (Sample Contract), Section 5, **CONTRACT SUM**, is amended to add Subsection 5.7, **Default Method of Payment: Direct Deposit or Electric Funds Transfer**, to read as follows:

5.7 Default Method of Payment: Direct Deposit or Electric Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.3 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal business or operational needs and explain why the payment method designated by the A-C is not feasible an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

XVII. Appendix C (Sample Contract), Subsection 7.6, **Confidentiality**, is amended to add paragraphs 7.6.3 and 7.6.4 to read as follows:

7.6.3 CONTRACTOR shall sign and adhere to the provisions of Exhibit G, "Contractor Acknowledgment and Confidentiality Agreement."

7.6.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G1, "Contractor Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.

XVIII. Appendix C (Sample Contract), Subsection 8.7, **Compliance with Civil Rights Laws**, is amended to read as follows:

8.7 ~~Compliance with Civil Rights Laws~~ Intentionally Omitted

XIX. Appendix C (Sample Contract), Subsection 8.7, **Compliance with Civil Rights Laws**, Paragraph 8.7.1 is deleted in its entirety as follows:

~~8.7.1 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 Equal Employment Opportunity (EEO) Certification.~~

XX. Appendix C (Sample Contract), Subsection 8.11, **Consideration of Hiring GAIN-GROW Participants**, Paragraph 8.11.1 is amended to read as follows:

8.11.1 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. CONTRACTORS shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW candidates and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

XXI. Appendix C (Sample Contract), Subsection 8.11, **Consideration of Hiring GAIN-GROW Participants**, is amended to add Subsection 8.11.2 as follows:

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

XXII. Appendix C (Sample Contract), Subsection 8.28, **Nondiscrimination and Affirmative Action**, is amended to read as follows:

8.28 ~~Nondiscrimination and Affirmative Action~~ Intentionally Omitted

XXIII. Appendix C (Sample Contract), Subsection 8.28, **Nondiscrimination and Affirmative Action**, paragraphs 8.28.1, 8.28.2, 8.28.3, 8.28.4, 8.28.5, 8.28.6, 8.28.7, and 8.28.8 are deleted in their entirety.

XXIV. Appendix C (Sample Contract), Section 8, **STANDARD TERMS AND CONDITIONS**, is amended to add Subsections 8.55 and 8.56 to read as follows:

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this 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.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

XXV. Appendix C (Sample Contract) is amended to add Section 9, **UNIQUE TERMS AND CONDITIONS**, Subsections 9.1, Child Abuse Prevention Reporting, 9.2, Conduct of Program, 9.3, Contractor Alert Reporting Database (CARD), 9.4, Data Destruction, 9.5, Employee Benefits and Taxes, 9.6, Fixed Assets, 9.7, Shred Documents, 9.8, State Energy Conservation Plan, and 9.9, Use of Funds, to read as follows:

9 UNIQUE TERMS AND CONDITIONS

9.1 Child Abuse Prevention Reporting

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

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

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

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

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

9.2 Conduct of Program

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

9.3 Contractor Alert Reporting Database (CARD)

The COUNTY maintains databases that track/monitor CONTRACTOR performance history. Information entered into such databases may be used for a

variety of purposes, including determining whether the COUNTY will exercise a Contract term extension option.

9.4 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:
<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standards and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.5 Employee Benefits and Taxes

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

9.5.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

9.6 Fixed Assets

Title to all fixed assets purchased with County funds designated by the County for that purpose under this Contract shall remain with County. A "Fixed Asset" is

defined hereunder as an equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by Contractor during the term of this Contract. Contractor shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to County upon County's written request. Contractor shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by County and Contractor.

9.7 Shred Documents

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

9.7.2 Documents for record and retention purposes in accordance with Subsection 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

9.8 State Energy Conservation Plan

Contractor shall be in compliance with the mandatory standards and policies relating to energy efficiency in the State Conservation Plan (Title 24, California Administrative Code), Section 306 of the Federal Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33USC 1368), Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

9.9 Use of Funds

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

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EXHIBIT A-4

Intentionally Omitted

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Intentionally Omitted

**SAMPLE CONTRACT PROVISIONS
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STANDARD EXHIBITS

- A Statement of Work (Not Attached to Sample)
- B Pricing Schedule (Not Attached to Sample)
- C ~~CONTRACTOR's Proposed Schedule (Not Attached to Sample)~~ Intentionally Omitted
- D ~~CONTRACTOR's EEO Certification~~ Intentionally Omitted
- E COUNTY's Administration
- F CONTRACTOR's Administration
- G ~~Form(s) Required at the Time of Contract Execution~~ CONTRACTOR Acknowledgment and Confidentiality Agreement
- G1 CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law
- J Internal Revenue Service Notice 1015

EXHIBIT C

Intentionally Omitted

EXHIBIT D

Intentionally Omitted

EXHIBIT G

CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR 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 _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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 2010 are less than \$48,362 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, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 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 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.