

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

## **REQUEST FOR PROPOSALS (RFP)**

**FOR**

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

**(RFP #18-0020)**



Release Date: December 4, 2018

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## APPENDICES:

- A Sample Contract:** Identifies the terms and conditions in the contract.
- B Statement of Work:** Explains in detail the required services to be performed by the contractor.
- C Contract Exhibits:** Attachments which accompany the Contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business with Small Business:** County Code
- G Jury Service Ordinance:** County Code
- H Listing of Contractors Debarred in Los Angeles County:** Contractors who

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are not allowed to contract with the County for a specific length of time.

- I Internal Revenue Service Notice No. 1015:** Provides information on Federal Earned Income Credit.
- J Safely Surrendered Baby Law:** County Program
- K Intentionally Omitted**
- L Intentionally Omitted**
- M Intentionally Omitted**
- N Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (If applicable)
- O Defaulted Property Tax Reduction Program:** County Code

## **1.0 INTRODUCTION**

The Los Angeles County (County) Department of Children and Family Services is issuing this Request for Proposal (RFP) to solicit proposals for a contract with an organization that can provide Preparation and Support for Families Adopting Children with Special Needs (P&S) services.

It is the County's intent to award a contract countywide to the Proposer with the highest scored proposal.

Titles, captions and headings contained in this solicitation are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this solicitation.

### **1.1 DCFS Mission Statement**

The County's Department of Children and Family Services (DCFS) is the County agency with the duty to establish, manage and provide a system of service which ensures the following: that children are safe from abuse, neglect and exploitation; families who provide safe environments for children are strengthened; children whose families are unable to provide a safe environment are provided temporary homes which support optimum growth and development; children in temporary homes receive safe, secure and nurturing permanent homes in a timely manner; and, youth who reach adulthood under DCFS care are provided the opportunity to succeed.

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

### **2.1 Statement of Work**

DCFS has identified specific social and behavioral challenges that hinder the adoption process of older children and children who have been prenatally exposed to substances abuse of drugs and/or alcohol. The goal of the P&S services is to help prepare prospective resource parents/families for the challenges of parenting and providing permanency to special needs children between the ages of 0-17; thereby, reducing the adoption hindrance faced by these children.

The P&S services, as described in detail in Appendix B (Statement of Work), include the following:

2.1.1 Presentations and Recruitment – presentations (including preparing, publishing, and disseminating information about prenatal drug substance exposure, trauma, and P&S program) at the pre-

service training sessions provided by DCFS through contracted services at various sites throughout the County to recruit prospective resource parents/families to participate in the P&S program.

- 2.1.2 Case Consultations – services provided to the approved resource parents considering adoption whether or not they have participated in the Placement Preparation Training. Case consultations includes conducting in-depth case consultations and assessments of special needs children who are waiting to be adopted.
- 2.1.3 Placement Preparation Training – training series consisting of three core training modules that educate prospective and approved resource parents (who are interested in adoption) in the areas of psycho-social inhibitors and their effects on the growth and development of children.
- 2.1.4 Therapeutic Grief Intervention – support counseling for resource parents/families who are dealing with the loss or potential loss of a child they were hoping to adopt.
- 2.1.5 Multi-disciplinary Services – these services fall into two categories: a) individual child psychotherapy, adoptive parent support groups, and child support groups during the transition of a child from a resource parent or group home to a resource parent who plans to adopt the child; and b) medical consultations, educational consultations, occupational therapy consultations, developmental, psychological and psychiatric assessments, individual counseling, family counseling, support groups for children, and support groups for adoptive parents after the child is placed adoptively into the home.

Contractor shall be expected to implement the requirements outlined in Appendix B (Statement of Work) of this RFP.

## **2.2 Sample Agreement: County Terms and Conditions**

Contractor shall be expected to implement the requirements outlined in Appendix A (Sample Contract) of this RFP.

### **2.2.1 Anticipated Contract Term**

- 2.2.1.1 The contract term is anticipated to be for a period of one (1) year. The contract is anticipated to commence on XXXXXXXX, 20XX, following Board of Supervisors' award or the date of execution by the Director of DCFS,

whichever is later, for one year from the contract effective date.

2.2.1.2 The term of the contract may be extended for up to two (2) additional one-year periods by the Director of DCFS, provided funding is available. However, the County may end this contract at any time as specified in Appendix A (Sample Contract) of this RFP.

2.2.1.3 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date reflected in Sub-section 2.2.1.2 above, on an automatic month-to-month basis, for a period of time not to exceed six months, as specified in Appendix A (Sample Contract) of this RFP.

## **2.2.2 Contract Rates**

The contractor's rates shall remain firm and fixed for the term of the contract. A fixed rate pricing methodology shall be implemented for these services wherein the County pays contractor a set rate for completed services and/or deliverables up to the stated Maximum Annual Contract Sum. This is contingent upon the availability of federal, State and/or County funds.

The Maximum Annual Contract Sum is \$479,000 which will be financed by Title IV-E Training with 75% Federal funds, 17.5% State funds, and 7.5% net County cost.

## **2.2.3 Days of Operation**

The contractor shall be required to provide P&S services Monday through Friday. The contractor is not required to provide services on County-recognized holidays. The County's Contract Program Manager will provide a list of the County holidays to the contractor at the time the contract is approved, and annually, at the beginning of the calendar year.

## **2.2.4 Indemnification and Insurance**

Contractor shall be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix A (Sample Contract). The contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage)



and Paragraph 8.25 (Insurance Coverage) of Appendix A (Sample Contract).

### **3.0 PROPOSER'S MINIMUM QUALIFICATIONS**

- 3.1 Interested and qualified proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B (Statement of Work) of this RFP, are invited to submit proposal(s), provided they meet the following requirements:
- 3.1.1 Proposer must be certified to do business in the State of California. A certified original copy of Statement of Information should be included in the submission of proposal;
  - 3.1.2 Proposer must have or be willing to establish an administrative business office within the County of Los Angeles for the contract term. The address of the administrative business office must be included in the Proposal;
  - 3.1.3 Proposer must have a minimum of two (2) years of experience, within the last five (5) years, administering Federal, State, County, or City contracts;
  - 3.1.4 Proposer must not currently have a Settlement Agreement with DCFS for repayment of monies owed to County;
  - 3.1.5 Proposer must have a minimum of five (5) years of experience, within the last five (5) years, providing services to court dependent children and resource families/foster families, or providing services similar to the services identified in Appendix B (Statement of Work) of this RFP;
  - 3.1.6 Proposer must have an existing and established multi-disciplinary program (i.e., mental health services, educational advocacy, occupational therapy, pediatric and speech and language consultations, in home behavioral services, and youth mentoring);
  - 3.1.7 Proposer must have the ability to provide staff that meet the requirements outlined in Appendix B (Statement of Work) of this RFP;
  - 3.1.8 Proposer must have a minimum of two (2) years of experience, within the last five (5) years, conducting presentations at pre-service training meetings and recruiting prospective resource parents to participate in their services;

- 3.1.9 Proposer must have a minimum of three (3) years of experience, within the last five (5) years, developing training curriculums and providing parent education and training in the areas of child welfare, prenatal substance exposure, the effects on the growth of child development, challenges of parenting, and providing permanency to foster children with special needs; and
- 3.1.10 Proposer and its principals must be in good standing and must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or County agency unless an exception has been authorized by State and Federal regulations.
- 3.2 If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

#### **4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

##### **4.1 Representations Made Prior to Contract Execution**

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

##### **4.2 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

##### **4.3 County Option to Reject Proposals**

Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or

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

#### **4.4 County's Right to Amend Request for Proposals**

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### **4.5 Background and Security Investigations**

Background and security investigations of contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the contractor.

Contractor shall ensure that criminal clearances with subsequent arrest notification and background checks have been conducted for all contractor's staff, independent contractors, subcontractors, and volunteers prior to beginning and continuing work under any resulting contract as specified in Section 7.5 (Background and Security Investigations) of Appendix A (Sample Contract).

#### **4.6 County's Quality Assurance Plan**

After contract award, the County or its agent will monitor the contractor's performance under the contract on a periodic basis. Such monitoring will include assessing contractor's compliance with all terms and conditions in the contract and performance standards identified in Appendix B (Statement of Work). Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and contractor. If improvement does not

occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

## **5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS**

### **5.1 Notice to Proposers Concerning the Public Records Act**

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) DCFS receives a letter from the recommended proposer's authorized officer that the negotiated contract is the firm offer of the recommended proposer; and (3) DCFS releases a copy of the recommended proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 (Services Contract Solicitation Protest).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

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

5.1.3 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 "confidential," "trade secrets," or "proprietary," proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

## **5.2 Contact with County Personnel**

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

Department of Children and Family Services  
Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  
Attention: P&S Services  
E-mail Address: [emily.wei@dcfs.lacounty.gov](mailto:emily.wei@dcfs.lacounty.gov)

If it is discovered that proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

## **5.3 Mandatory Requirement to Register on County's WebVen**

5.3.1 Prior to a contract award, all potential contractors must register in the County's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

## **5.4 Protest Policy Review Process**

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 (Grounds for Review) below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the paragraphs below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

### 5.4.3 Grounds for Review

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

- Review of Solicitation Requirements (reference paragraph 7.4 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (reference paragraph 8.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (reference paragraph 8.6 in the Selection Process and Evaluation Criteria Section)

## 5.5 Injury and Illness Prevention Program

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

## 5.6 Confidentiality and Independent Contractor Status

As appropriate, contractor shall be required to comply with Paragraph 7.6 (Confidentiality) and Paragraph 8.22 (Independent Contractor Status) contained in Appendix A (Sample Contract).

## 5.7 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Form 10 (Certification of No Conflict of Interest) of Appendix D (Required Forms).

## 5.8 Determination of Proposer Responsibility

5.8.1 A responsible proposer is a proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible proposers.

- 5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge shall not be the basis of a determination that the proposer is not responsible.
- 5.8.3 The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked proposer may not be responsible, the Department shall notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. The Department shall provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5 If the proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer shall reside with the Board of Supervisors.
- 5.8.6 These terms shall also apply to proposed subcontractors of proposers on County contracts.

## **5.9 Proposer Debarment**

- 5.9.1 The proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County; 2) committed an act or omission which negatively reflects on the proposer's quality, fitness or capacity to perform a contract with the County, 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.
- 5.9.2 If there is evidence that the apparent highest ranked proposer may be subject to debarment, the Department shall notify the proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The proposer and/or proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the proposer should be debarred, and, if so, the appropriate length of time of the debarment. The proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.



- 5.9.5 If a proposer has been debarred for a period longer than five (5) years, that proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the proposer has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the proposer has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.8 These terms shall also apply to proposed subcontractors of proposers on County contracts.
- 5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

## **5.10 Adherence to County's Child Support Compliance Program**

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

## **5.11 Gratuities**

### **5.11.1 Attempt to Secure Favorable Treatment**

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

### **5.11.2 Proposer Notification to County**

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

### **5.11.3 Form of Improper Consideration**

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

### **5.12 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Form 11 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms), as part of their proposal.

### **5.13 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 Appendix I (Internal Revenue Service Notice No. 1015) of this RFP.

### **5.14 Consideration of GAIN/GROW Participants for Employment**

As a threshold requirement for consideration for contract award, proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed Form 13 (Attestation of Willingness to Consider GAIN/GROW Participants) of Appendix D (Required Forms), along with their proposal.

### **5.15 Recycled Bond Paper**

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 8.39 (Recycled Bond Paper) of Appendix A (Sample Contract).

### **5.16 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix J (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **5.17 Jury Service Program**

5.17.1 The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read Appendix G (Jury Service Ordinance) and Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors.

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

5.17.2 The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-

time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

- 5.17.3 There are two (2) ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract is less than five hundred thousand dollars (\$500,000), and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 5.17.4 If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in Form 14 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix D (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

## **5.18 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the proposer in Form 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) of Appendix D (Required Forms). Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Form 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) during the pendency of this RFP by providing a revised Form 1 (Proposer's Organization Questionnaire/ Affidavit and CBE Information) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

## **5.19 Proposer's Charitable Contributions Compliance**

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

5.19.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification attached as Required Form 21 (Charitable Contributions Certification) in Appendix D (Required Forms). A completed Form 21 (Charitable

Contributions Certification) is a required part of any agreement with the County.

5.19.3 In Required Form 21 (Charitable Contributions Certification), prospective contractors certify either that:

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

- OR -

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

5.19.4 Prospective County contractors that do not complete Required Form 21 (Charitable Contributions Certification) as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **5.20 Defaulted Property Tax Reduction Program**

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read Appendix O (Defaulted Tax Program Ordinance) and the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Program) of Appendix A (Sample Contract), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Required Form 23 (Certification of Compliance with The County's Defaulted Property Tax Reduction Program) in Appendix D (Required Forms). Failure to maintain

compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

#### **5.21 Time Off for Voting**

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

#### **5.22 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractors are required to complete Form 29 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix D (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Sample Contract). Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

#### **5.23 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

5.23.1 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).



- 5.23.2 Upon contract award or at the request of the A-C and/or the contracting department, the Contractor shall submit a direct deposit authorization request 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.
- 5.23.3 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.
- 5.23.4 Upon contract award or at any time during the duration of the agreement/ contract, a Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

**5.24 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Form 30 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Sample Contract. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

**5.25 Protection of Electronic County Personal Information (PI), Protected Health Information (PHI) and Medical Information (MI) - Data Encryption Standard**

The prospective contract is subject to the encryption requirements set forth below (collectively, the "Encryption Standards"). Proposers shall become familiar with the Encryption Standards and the pertinent provisions of the Sample Contract (Appendix B), Sub-section 9.9 Data Encryption both of which are incorporated by reference into and made a part of this solicitation.

Proposers shall be required to complete Required Form 32 in Appendix D (Required Forms), providing information about their encryption practices and certifying that they will be in compliance with the Encryption Standards at the commencement of the contract and during the term of any contract that may be awarded pursuant to this solicitation. Proposers that fail to comply with the certification requirements of this provision will be considered non-responsive and excluded from further consideration.

Proposers use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be disclosed by Proposers in the Required Form 32 and shall be subject to written pre-approval by the County's Chief Executive Office. Any use of remote servers may subject the Proposer to additional encryption requirements for such remote servers.

#### 5.25.1 Encryption Standards

##### 5.25.1.1 Stored Data

Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:

- a) Federal Information Processing Standard Publication (FIPS) 140-2;
- b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3);
- c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and
- d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

##### 5.25.1.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with:

- a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and
- b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

## **6.0 COUNTY'S PREFERENCE PROGRAMS**

### **6.1 Overview of County's Preference Programs**

- 6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.
- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) requires that a business must complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.4, and 6.5 of this solicitation.
- 6.1.3 In no case shall the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

### **6.2 Local Small Business Enterprise (LSBE) Preference Program**

- 6.2.1 The County will give LSBE preference during the solicitation process to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the

State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

6.2.2 To apply for certification as a LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>

6.2.3 Certified LSBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Required Form 22 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.

6.2.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

### **6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program**

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

### **6.4 Social Enterprise (SE) Preference Program**

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent

employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

6.4.2 The DCBA shall certify that a SE meets the criteria set forth in Section 6.4.1.

6.4.3 Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit Required Form 22 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.

6.4.4 Further information on SEs also available on the DCBA's website at: <http://dcba.lacounty.gov>

## **6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program**

6.5.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

6.5.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 6.5.1, 1 or 2 above.

6.5.3 Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit Required Form

22 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.

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

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

## **7.0 PROPOSAL SUBMISSION REQUIREMENTS**

### **7.1 Proposal Submission Information**

Section 7 (Proposal Submission Requirements) contains key project dates and activities as well as instructions to proposers in how to prepare and submit their proposal.

### **7.2 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

### **7.3 RFP Timetable**

The following timetable represents the COUNTY's best estimate of the schedule that shall be followed in this solicitation process. COUNTY reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the timeline shall be posted on DCFS Contracts website at <http://www.lacdcfs.org/contracts/index.html>. Please note that all times indicated are Pacific Standard Time (PST).

- Release of RFP on or about ..... December 04, 2018
- Written Questions Due (Proposers' Questions) ..... December 13, 2018

- Request for a Solicitation Requirements Review Due by 5:00 P.M, PST on ..... December 17, 2018
- Proposers' Conference ..... January 03, 2019
- Questions and Answers Released on or about.....February 06, 2019
- **Proposal due by 12:00 PM, PST on .....February 28, 2019**

#### **7.4 Solicitation Requirements Review**

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

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective proposers.

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

#### **7.5 Proposers' Questions**

Proposers may submit written questions regarding this RFP by mail or e-mail to the individual identified below. All questions must be received by

December 13, 2018 at 5:00 PM, PST. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

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

Questions should be addressed to:

Department of Children and Family Services  
Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  
Attention: Emily Wei  
E-mail Address: [emily.wei@dcfs.lacounty.gov](mailto:emily.wei@dcfs.lacounty.gov)

## **7.6 Proposers Conference**

A Proposers' Conference will be held to discuss the RFP Requirements. County staff will respond to questions from potential proposers. All interested potential proposers are invited and encouraged to attend this conference. Please note that only answers to questions given in writing should be relied upon in preparing a response to this RFP. The conference is scheduled as follows:

DATE: Thursday, January 3, 2019  
TIME: 10:00 AM, PST  
LOCATION: DCFS Headquarters  
425 Shatto Place, 4<sup>th</sup> Floor Conference Room  
Los Angeles, California 90020

## **7.7 Preparation of the Proposal**

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. All proposals must be bound and submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.



- One (1) original proposal and three (3) copies must be typewritten or word-processed on 8½ " X 11" white bond paper with a 1" margin at all borders, and a PDF copy of the proposal in a USB drive.
- The original proposal and copies must be securely bound in a three-ring binder or other protective covering. Proposals and copies that are paper clipped, stapled, or rubber banded may be rejected, at the COUNTY's sole discretion.
- The original proposal and copies' cover binders must state the title of the RFP "Preparation and Support for Families Adopting Children with Special Needs, RFP #18-0020," and the name of the organization.
- Original proposal must be clearly marked "Original" on the front of the cover binder. Copies of proposal must also be marked with the appropriate copy number on the front of the cover binder. The tabs of each binder must also be marked accordingly.
- Each page must be clearly and consecutively numbered, including all attachments.
- Each section of the proposal must have a tab identifying the section.

## **7.8 Business Proposal Format**

The Business Proposal Format must not exceed 45 pages using 12 point, Arial font, single-sided, single-spaced, with 1" margins at all borders, for the following sections:

- Executive Summary should not exceed -- 3 pages
- Proposer's Qualifications should not exceed -- 13 pages
- Proposer's Approach to Providing Required Services should not exceed -- 24 pages
- Quality Control Plan should not exceed -- 5 pages

**NOTE:** The limitation of 45 pages for the business proposal format including the Executive Summary (Section A), the Proposer's Qualifications (Section B), the Program Approach (Section C), and the Quality Control Plan (Section D). Proposer-created forms, diagrams, and other relevant attachments are allowable beyond the 45-page limit.

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

- 7.8.1.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- 7.8.1.2 Table of Contents
- 7.8.1.3 Executive Summary (Section A)
- 7.8.1.4 Proposer's Qualifications (Section B)
- 7.8.1.5 Proposer's Approach to Provide Required Services (Section C)
- 7.8.1.6 Proposer's Quality Assurance Plan (Section D)
- 7.8.1.7 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions to (Section E)
- 7.8.1.8 Business Proposal Required Forms (Section F)

## **7.8.2 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation**

The proposer shall complete, sign and date Form 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D (Required Forms). The person signing the form must be authorized to sign on behalf of the proposer and to bind the applicant in a contract.

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

The Proposer shall insert applicable documents as stated in Appendix D (Required Forms), Form 2 (Business Structure Registration Documents), Form 3 (List of Current Members of Board of Directors/Other Agencies), Form 4 (Board of Director's Resolution), and Form 5 (Proposer's Certification of Ownership and Financial Interest).

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

### **7.8.3 Required Support Documents:**

#### Corporations or Limited Liability Company (LLC):

The proposer must submit the following documentation with the proposal:

- 1) A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- 2) A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

#### Limited Partnership:

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

### **7.8.4 Table of Contents**

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

### **7.8.5 Executive Summary (Section A)**

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

### **7.8.6 Proposer’s Qualifications (Section B)**

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

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

Provide a summary of relevant background information to demonstrate that the proposer meets the minimum requirement(s) stated in Section 3 (Proposer's Minimum Qualifications) of this RFP and has the capability to perform the required services as a corporation or other entity.

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

It is the proposer's sole responsibility to ensure that the firm's name, point of contact's name, title, phone number, and e-mail address for each reference is accurate. The same references may be listed on both Form 6 (Proposer's References) and Form 7 (Proposer's List of Contracts) in Appendix D (Required Forms).

1. County may disqualify a proposer as non-responsive and/or non-responsible if:
  - a) references fail to substantiate proposer's description of the services provided; or
  - b) references fail to support that proposer has a continuing pattern of providing capable, productive and skilled personnel; or
  - c) the Department is unable to reach the point of contact with reasonable effort. It is the proposer's responsibility to inform the point of contact of normal working hours.
2. The proposer must complete and include the following Required Forms:
  - a) Form 6 (Proposer's References) in Appendix D (Required Forms). Proposer must provide five (5) references where the same or similar scope of services was provided.
  - b) Form 7 (Proposer's List of Contracts) in Appendix D (Required Forms). The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.

- c) Form 8 (Proposer's List of Terminated Contracts) in Appendix D (Required Forms). Listing must include contracts terminated within the past three (3) years with a reason for termination.

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

Identify by name, case and court jurisdiction any pending litigation in which proposer is involved, or judgments against proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the proposer or principals of the proposer. Proposer must include Form 9, Proposer's Involvement in Litigation and Contract Compliance Difficulties, in Appendix D (Required Forms).

#### 7.8.6.4 Proposer's Financial Capability (Section B.4)

Proposer must provide adequate documentation on the financial status of the firm to ensure that the firm will continue in business through the period of the contract and can finance the cost of adequate personnel and support requirements. This includes, but is not limited, to the following:

1. Provide copies of the company's most current and prior three (3) fiscal years (for example FY 2015, FY 2016, and FY 2017) audited financial statements available for the last three years of fiscal periods with the latest not more than eighteen (18) months old at the time of submission. Statements should include the company's assets, liabilities and net worth. At a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity, the Balance Sheet is referred to as the Statement of Financial Position. A proposer should submit audited (or reviewed by a CPA) statements, if available, to meet this requirement. Financial statements will be kept confidential, if so stamp on each page.

Do not submit Income Tax Returns to meet this requirement.

2. List potential commitments on Form 19, List of Proposer's Commitments, in Appendix D (Required Forms), that may impact assets, line of credit, guarantor letters, etc., and that may affect the proposer's ability to perform the contract.

### **7.8.7 Proposer's Approach to Provide Required Services (Section C)**

Present a description of the methodology the proposer will use to meet contract work requirements. Describe in detail how the services will be performed to meet the intent of the SOW. At minimum, proposer's response shall address:

- 7.8.7.1 Proposer's approach to providing staff including Program director, multi-disciplinary team members, and the required staff to work on this Contract. Proposer must provide a detailed description of how each of its employees will meet or exceed the minimum qualifications as required in Appendix B, Statement of Work.
- 7.8.7.2 Proposer's approach to providing deliverables in Spanish as described in the SOW of this RFP.
- 7.8.7.3 Proposer's proposed plans for staff recruitment to keep pace with existing services needs. Describe the type and length of training your organization will provide to staff working under this contract and how that will affect their ability to begin providing services.
- 7.8.7.4 Proposer's unique features in their P&S program plan that will enhance the Proposer's ability to provide quality services to the P&S participants and the County.
- 7.8.7.5 Proposer's approach to disseminating information about the P&S program and conducting presentations, consisting of subject matters concerning prenatal substance abuse, and its impact on children in the child welfare adoption's system, at pre-service training classes.
- 7.8.7.6 Proposer's approach to developing and implementing a strategic plan to coordinate and recruit prospective

resource parents/families from the pre-service training classes to participate in the P&S program.

- 7.8.7.7 Proposer's approach to providing a multi-disciplinary team that will coordinate and conduct in-depth case assessments and consultations for special needs children who are waiting to be adopted.
- 7.8.7.8 Proposer's approach to developing and implementing a training series consisting of three core training modules that educate prospective and approved resource parents/families in the areas of psycho-social inhibitors and their effects on the growth and development of children.
- 7.8.7.9 Proposer's approach to providing Therapeutic Grief Intervention (TGI) services, including group and individual sessions, to families who have participated in concurrent planning and have been grieving the loss or potential loss of the child they hoped to adopt.
- 7.8.7.10 Proposer's approach to providing individual child psychotherapy, adoptive parent support groups, and child support groups during the period of the child's transition from a resource parent or group home to a resource parent who plans to adopt the child.
- 7.8.7.11 Proposer's approach to providing medical consultations, educational consultations, occupational therapy consultations, developmental, psychological and psychiatric assessments, individual counseling, family counseling, support groups for children, and support groups for adoptive parents following the adoptive or foster-adopt placement of the child.
- 7.8.7.12 Proposer's approach and readiness to providing services at the start of the new contract, including their plan to take on existing cases transferred from a different contractor.

#### **7.8.8 Proposer's Quality Assurance Plan (Section D)**

Present a comprehensive Quality Assurance Plan to be utilized by the proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix B (Statement of

Work) and the Performance Requirements Summary Chart, Exhibit A-1, in Appendix B (Statement of Work).

The following factors may be included in the plan:

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

#### **7.8.9 Proposer's Green Initiatives**

Present a description of proposed plan for complying with the green requirements as described in Section 17.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

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

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

7.8.10.2 Section E of proposer's response must include:



1. A statement offering the proposer's acceptance of or exceptions to all terms and conditions listed in Appendix A (Sample Contract).
2. A statement offering the proposer's acceptance of or exceptions to all requirements listed in Appendix B, Statement of Work; and

For each exception, the proposer shall provide:

1. An explanation of the reason(s) for the exception;
2. The proposed alternative language; and
3. A description of the impact, if any, to the Proposer's price.

7.8.10.3 Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The County relies on this procedure and any proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

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

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

#### **7.8.11 Business Proposal Required Forms (Section F)**

Proposal shall include all completed, signed, and dated forms identified in Appendix D (Required Forms).

- |        |   |
|--------|---|
| Form 1 | Proposer's Organization Questionnaire/Affidavit and CBE Information |
| Form 2 | Business Structure Registration Documents                           |
| Form 3 | List of Current Members of Board of Directors/Other Agencies        |
| Form 4 | Sample Board of Director's Resolution (non-public proposer)         |

- Form 5 Proposer's Certification of Ownership and Financial Interest
- Form 6 Proposer's References
- Form 7 Proposer's List of Contracts
- Form 8 Proposer's List of Terminated Contracts
- Form 9 Proposer's Involvement in Litigation and/or Contract Compliance Difficulties
- Form 10 Certification of No Conflict of Interest
- Form 11 Familiarity with the County Lobbyist Ordinance Certification
- Form 12 Proposer's EEO Certification
- Form 13 Attestation of Willingness to Consider GAIN/GROW Participation
- Form 14 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Form 15 Organizational Data
  - 1. Overall Organizational Chart
  - 2. Proposed Program Organizational Chart and Job Descriptions of Identified Positions
- Form 16 Organizational Licenses, Permits, and Certification
- Form 17 Proof of Insurability
- Form 18 Revenue Disclosure (non-public proposer)
- Form 19 List of Proposer's Commitments
- Form 20 Audited Financial Statements
- Form 21 Charitable Contribution Certification
- Form 22 Request for Preference Consideration
- Form 23 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Form 24 Offer to Perform and Acceptance of Terms and Conditions
- Form 25 – 28 Cost Forms, included in Cost Proposal
- Form 29 Zero Tolerance Policy on Human Trafficking Certification
- Form 30 Compliance with Fair Chance Employment Hiring Practices Certification
- Form 31 Last Page of Proposal

## 7.9 Cost Proposal Format

- 7.9.1 Proposer shall submit a separate Cost Proposal in the format described below. Failure to comply with these provisions may, at the sole discretion of the Director of DCFS, result in disqualification of the proposal.

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract. Therefore, the proposer should strive to meet these objectives. Costs that are estimated or assumed must include a brief explanation of the underlying basis of the estimates or assumptions. County has an objective to engage in cost effective endeavors to achieve potential savings.

- 7.9.2 The content and sequence of the proposal must be as follows:
- 7.9.2.1 Cover Page identifying, at a minimum, the RFP and the proposer's name.
  - 7.9.2.2 Form 25 (Pricing Sheet) in Appendix D (Required Forms)
  - 7.9.2.3 Form 26 (Line Item Budget Format) in Appendix D (Required Forms)
  - 7.9.2.4 Form 27 (Budget Narrative) in Appendix D (Required Forms)
  - 7.9.2.5 Form 28 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) in Appendix D (Required Forms)

## 7.10 Firm Offer-Withdrawal of Proposal

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

## 7.11 Proposal Submission

### Business Proposal

The original Business Proposal with three (3) copies and the USB drive, containing PDF copy of the proposal, shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the proposer and bear the words:

**Business Proposal for  
Preparation and Support for Families Adopting  
Children with Special Needs  
RFP #18-0020**

Cost Proposal

The original Cost Proposal and three (3) copies must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the proposer and bear the words:

**Cost Proposal for  
Preparation and Support for Families Adopting  
Children with Special Needs  
RFP #18-0020**

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

Department of Children and Family Services  
Contracts Administration Division  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  
Attention: Contracts Administrator (P&S Services)

It is the sole responsibility of the submitting proposer to ensure that its proposal is received before the submission deadline. Submitting proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Subsection 7.3 (RFP Timetable), will not be accepted and returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

Please allow sufficient time to submit your proposals, including the time to locate parking, deliver your proposal(s) to the correct location, and obtain a receipt. Proposals will not be accepted after 12:00 PM PST on February 28, 2019.

All proposals shall be firm offers and may not be withdrawn for a period of eighteen (18) months following the last day to submit proposals.

## **8.0 SELECTION PROCESS AND EVALUATION CRITERIA**

### **8.1 Selection Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin after the close of the RFP submission date on February 28, 2019.

All proposals will be evaluated based on the criteria listed below.

- 8.1.1 Proposals received by the proposal submission deadline will be reviewed for responsiveness and responsibility of the selection process. Proposals received after the deadline are non-responsive and will be returned to the Proposer.
- 8.1.2 Any proposer who submits a proposal that is incomplete and/or has incomplete or missing forms may be disqualified and their proposal may be eliminated from further consideration, at the discretion of the County.
- 8.1.3 The review for responsiveness and responsibility of the selection process is a pass or fail determination of the Proposer's adherence to proposal format and instruction listed in Section 3, Proposer's Minimum Mandatory Requirements.
- 8.1.4 Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective contractor.
  - 8.1.4.1 A review of Section B (Proposer's Qualifications), Section C (Approach to Providing Services), and Section D (Quality Control Plan) of the proposer's Business Proposal shall be conducted.
- 8.1.5 Points will be deducted for Contractor Alert Reporting Database, inability to contact proposer's reference(s), and significant exceptions to the Terms and Conditions of the Sample Contract. Each exception listed in Section E (Acceptance/Exceptions to Terms and Conditions) of the proposal shall be reviewed to determine its impact on the proposed contract. Deduction shall be applied to each exception submitted.
- 8.1.6 The scores of proposals will be calculated and ranked in numerical sequence from high to low.

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

8.1.8 The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the prospective contractor.

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

## **8.2 Adherence to Minimum Requirements (Pass/Fail)**

County shall review Form 1 (Proposer's Organization Questionnaire/Affidavit and CBE Information) in Appendix D (Required Forms) and determine if the proposer meets the minimum requirements as outlined in Section 3.0 (Proposer's Minimum Qualifications) of this RFP.

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

## **8.3 Disqualification Review**

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

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

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

1. The person or entity requesting a Disqualification Review is a proposer;

2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

Proposer can also be disqualified for Subsection 5.8 (Determination of Proposer Responsibility).

#### **8.4 Business Proposal Evaluation and Criteria (80% of Total Possible Points)**

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

##### **8.4.1 Proposer's Qualifications (30% of the Total Possible Points)**

- 8.4.1.1 Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 (Proposer's Background and Experience) of the proposal.
- 8.4.1.2 Proposer will be evaluated on the verification of references provided in Section B.2 (Proposer's References) of the proposal. Proposers are allowed to use their contracts with other County departments as references for this RFP. However, proposers are **not allowed** to use their contracts with DCFS as a reference for this solicitation. In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated

contracts will be conducted which may result in point deductions.

8.4.1.3 A review will be conducted to evaluate the significance of any litigation or judgments pending against the proposer as provided in Section B.3 (Proposer's Pending Litigation and Judgment) of the proposal.

8.4.1.4 A review will be conducted to evaluate the proposer's financial capability based on information provided in Section B.4 (Proposer's Financial Capability) of the proposal. Evaluation may include the use of financial ratios for aiding in the determination of financial health.

**8.4.2 Proposer's Approach to Providing Required Services (40% of the Total Possible Points)**

The proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section C (Proposer's Approach to Provide Required Services) of the proposal.

**8.4.3 Quality Assurance Plan (10% of the Total Possible Points)**

The proposer will be evaluated on its ability to establish and maintain a complete Quality Assurance Plan to ensure the requirements of this contract are provided as specified. Evaluation of the Quality Assurance Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Section D (Proposer's Quality Assurance Plan) of the proposal.

**8.4.4 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work**

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in (Appendix A) Sample Contract and the Requirements of the Statement of Work outlined in Appendix B (Statement of Work), as stated in Section E (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to) of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.



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

## **8.5 Cost Proposal Evaluation Criteria (20%)**

The Cost Proposal must contain sufficient detail (listing in the Proposer's line item budget and budget narrative) and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract.

Therefore, the Proposer should strive to meet these objectives. Costs that are estimated or assumed must include a brief explanation of the underlying basis of the estimates or assumptions. County has an objective to engage in cost effective endeavors to achieve potential savings.

Bid prices must be firm and fixed during the term of the contract. There will be no cost-of-living adjustments during the term of the contract.

All proposers' Cost Proposals will be evaluated separately from the Business Proposals. The score of the Cost Proposal will then be combined with the score of the Business Proposal to determine the overall score and ranking of each proposal submission.

8.5.1 The maximum number of possible points will be awarded to the lowest cost proposal. All other cost proposals will be compared to the lowest cost and points awarded accordingly.

8.5.1.1 The number of points assigned to the evaluation of cost will be determined based on Form 25 (Pricing Sheet) in Appendix D (Required Forms).

8.5.1.2 Proposed total cost shall be inclusive of direct and indirect costs of providing service(s) as reflected in the Proposer's line item budget and budget narrative.

8.5.1.3 The Line Item Budget, a detailed listing of funds that the proposer allocates to each cost category, will be reviewed to ascertain if each line item is allowable and applicable to the services.

8.5.1.4 The Budget Narrative, explanations and descriptions of costs within each category of services. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item.

8.5.2 Should one or more proposers request and be granted the preference, the cost component points will be determined as follows:

8.5.2.1 Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all proposers who requested and were granted the preference.

8.5.2.2 In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

## **8.6 Department's Proposed Contractor Selection Review**

### **8.6.1 Departmental Debriefing Process**

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

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

During or following the Debriefing, the Department will instruct the requesting proposer of the manner and timeframe in which the requesting proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 8.6.2 Proposed Contractor Selection Review), if the requesting proposer is not satisfied with the results of the Debriefing.

### **8.6.2 Proposed Contractor Selection Review**

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

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

1. The person or entity requesting a Proposed Contractor Selection Review is a proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by State or federal law.
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the proposer would have been

the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the proposer of the manner and timeframe for requesting a County Independent Review. (see Section 8.7 (County Independent Review Process) below).

### **8.7 County Independent Review Process**

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

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

1. The person or entity requesting a County Independent Review is a proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 8.6.2 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, Internal Services Department will forward the report to the Department, which will provide a copy to the proposer.

**APPENDIX A**  
**SAMPLE CONTRACT**



**CONTRACT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**(CONTRACTOR)**  
**FOR**  
**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING**  
**CHILDREN WITH SPECIAL NEEDS**  
**CONTRACT NUMBER XXXXXX**

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**EXHIBITS**

- A Statement of Work
- B Pricing Sheet
- C CONTRACTOR's Line Item Budget and Narrative
- D CONTRACTOR's Equal Employment Opportunity (EEO) Certification
- E COUNTY's Administration
- F CONTRACTOR's Administration
- G CONTRACTOR Acknowledgment and Confidentiality Agreement
- G1 CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- G2 CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTOR  
FOR  
PREPARATION AND SUPPORT FOR FAMILIES ADOPTING  
CHILDREN WITH SPECIAL NEEDS**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20XX by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR". \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

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

WHEREAS, the CONTRACTOR is a governmental entity, a public education institution, or a private firm specializing in providing Preparation and Support for Families Adopting Children with Special Needs; and

WHEREAS, the COUNTY has determined that the services to be provided under this Contract are necessary to provide training to prospective adoptive parents and prepare them for the challenges of parenting and providing permanency to children special needs, and to provide support services to children and adoptive parents before, during and after the transition of children from foster care to adoptions so that they can make a lifetime commitment to ensure permanency for children; and

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, G1, G2, H, I, J, K, and L 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.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C - CONTRACTOR's Line Item Budget and Narrative
- 1.4 EXHIBIT D - CONTRACTOR's Equal Employment Opportunity (EEO) Certification
- 1.5 EXHIBIT E - COUNTY's Administration
- 1.6 EXHIBIT F - CONTRACTOR's Administration
- 1.7 EXHIBIT G - CONTRACTOR Acknowledgment and Confidentiality Agreement
- 1.8 EXHIBIT G1 - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- 1.9 EXHIBIT G2 - CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement
- 1.10 EXHIBIT H - Jury Service Ordinance
- 1.11 EXHIBIT I - Safely Surrendered Baby Law
- 1.12 EXHIBIT J - Auditor-Controller Contract Accounting and Administration Handbook
- 1.13 EXHIBIT K - Charitable Contributions Certification
- 1.14 EXHIBIT L - Internal Revenue Service Notice 1015

This Contract constitutes 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 subsection 8.1 (Amendments) and signed by both parties.

**2.0 DEFINITIONS**

**2.1 Standard Definitions**

2.1.1 The headings 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.

- 2.1.1.1 **Contract:** This agreement executed between COUNTY and CONTRACTOR. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.1.2 **CONTRACTOR:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County:** The Department of Children and Family Services (DCFS) on behalf of the County of Los Angeles and its Board of Supervisors.
- 2.1.1.8 **COUNTY's Program Manager (CPM) -** The COUNTY representative responsible for daily management of the Contract operations and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 2.1.1.9 **County Contract 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.

- 2.1.1.10 **County 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 Program Manager.
- 2.1.1.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.13 **Deliverable:** Tangible, measurable task, service, or activity required under this Contract.
- 2.1.1.14 **Program:** The work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

Additional definitions related to this Contract and its Exhibits are also included in Exhibit A – Statement of Work Exhibits.

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

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence on XXXXXXXX, 20XX, or the date of execution by the Director of DCFS, whichever is later, and shall expire on XXXXXXXX, 20XX, or one (1) year from the date of execution by the Director

of DCFS, whichever is later, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

- 4.2 The COUNTY shall have the sole option to extend the Contract term for up to two additional one-year periods for a maximum total Contract term of three (3) years. Each such extension option may be exercised at the sole discretion of the Director or his/her designee, by Amendment or written notice to the CONTRACTOR, as authorized by the COUNTY's Board of Supervisors. Optional years are contingent upon California Department of Social Services (CDSS) approval and funding availability.

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.

- 4.3 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after approval from the Chief Executive Office, for a period not to exceed six (6) months beyond stated expiration date on a month-to-month basis, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.
- 4.4 CONTRACTOR shall notify DCFS when this Contract is within six (6) months of the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the DCFS Program Manager (CPM), at the address herein provided in Exhibit E - County's Administration.

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

The Maximum Annual Contract Sum for this Contract is \$XXXXXXX.

### **5.2 Written Approval for Reimbursement**

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, obligations, or performance of same by any person or 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 not occur except with the COUNTY's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the Maximum Annual Contract Sum under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DCFS at the address herein provided in Exhibit E, COUNTY's Administration.

### **5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the 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 the 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 (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet) and Exhibit C (Line Item Budget).

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 CONTRACTOR shall submit a monthly invoice in arrears for services rendered in the previous month. CONTRACTOR shall make its best efforts to submit all invoices within thirty (30) days of the last day of the month in which the services were rendered. Any



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

- 5.5.5 Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Super Circular A-122, Cost Principles for Non-Profit Organizations and OMB A-87, Cost Principles for State, Local and Indian Tribal Governments. CONTRACTOR is responsible for obtaining the most recent version of the OMB Circulars, which are available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 5.5.6 Contractor without prior approval of County, may reallocate up to a maximum of five percent (5%) of the Maximum Annual Contract Sum between categories (i.e., personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) of Contractor's approved budget. Contractor shall request County's approval in writing for line item budget reallocations above the five percent (5%) maximum, which may only be increased to a maximum of ten percent (10%), if such request is approved. In any event, such revisions shall not result in any increase in the Maximum Annual Contract Sum. Such requests to County shall be addressed to the County Program Manager.
- 5.5.7 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

- 5.5.8 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. Furthermore, the Tax Identification Number is necessary for processing payment, as required by the COUNTY Auditor-Controller.
- 5.5.9 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Any overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due to CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Annual Contract Sum for the corresponding Contract Year. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.5.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Annual Contract Sum for the corresponding Contract year, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Annual Contract Sum for said Contract year.
- 5.5.11 Suspension and Withholding of Payment: in addition to other remedies, COUNTY reserves the right to suspend or withhold all payments to CONTRACTOR if required reports are not provided to COUNTY on a timely basis; if there are continuing deficiencies in CONTRACTOR's reporting, record keeping or invoicing requirements; or if CONTRACTOR's performance of the work is not adequately evidenced or performed.
- 5.5.12 COUNTY and CONTRACTOR agree that this is a firm-fixed priced Contract not to exceed the Maximum Annual Contract Sum. During the term of this Contract, COUNTY shall compensate CONTRACTOR, as specified in Exhibit B (Pricing Sheet) for the services set forth in Exhibit A (Statement of Work) in accordance with Subsection 5.5, Invoices and Payments, of this Contract.

- 5.5.13 CONTRACTOR shall have no claim against COUNTY for, nor be entitled to, payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.5.14 CONTRACTOR's Budget is attached hereto and incorporated by reference herein as Exhibit B (Pricing Sheet) and Exhibit C (Contractor's Line Item Budget and Budget Narrative). The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the budget is true and correct in all respects, and shall deliver services in accordance with the Budget. In the event of a change in the Maximum Annual Contract Sum, or a reallocation of the Budget, or a material change to the scope of work, CONTRACTOR shall amend the Budget consistent with any changes and submit the Budget to the COUNTY Program Manager for approval.
- 5.5.15 Contractor must limit administrative and indirect costs to ten percent (10%) of total expenditures of contract funds; unless Contractor has received prior DCFS approval for an exception due to a federally approved indirect cost rate letter of over ten percent (10%).
- 5.5.16 County Approval of Invoices: all invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.17 CONTRACTOR shall submit the original monthly invoice and one copy to the following address:

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

**5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 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).

- 5.6.2 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.
- 5.6.3 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.
- 5.6.4 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 and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 COUNTY Administration**

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 COUNTY's Program Director**

- 6.2.1 The role of the County's Program Director may include:
  - 6.2.1.1 Coordinating with CONTRACTOR and ensuring CONTRACTOR's performance of the Contract; however, in no event shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
  - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy,

information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 COUNTY's Program Manager**

6.3.1 The role of the COUNTY's Program Manager is authorized to include:

6.3.1.1 Meeting with the CONTRACTOR's Program Manager on a regular basis;

6.3.1.2 Overseeing the day-to-day administration of this Contract and ensuring that the objectives of this Contract are met;

6.3.1.3 inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR; however, in no event shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.3.1.4 providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

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

### **6.4 COUNTY's Contract Program Monitor**

The role of the COUNTY's Contract Program Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall CONTRACTOR's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Program Monitor reports to the COUNTY's Program Manager.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 CONTRACTOR Administration**

A listing of all of CONTRACTOR's Administration referenced in the following subparagraphs are designated in Exhibit F (CONTRACTOR's Administration). The CONTRACTOR will notify the COUNTY in writing of any change in the names or addresses shown.

## **7.2 CONTRACTOR's Program Director**

7.2.1 The CONTRACTOR's Program Director (CPD) is designated in Exhibit F (CONTRACTOR's Administration). The CONTRACTOR will notify COUNTY in writing of any change in the name or address of the CPD.

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

## **7.3 Approval of CONTRACTOR's Staff**

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

## **7.4 CONTRACTOR's Staff Identification**

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

## **7.5 Background and Security Investigations**

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

7.5.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may require that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract. CONTRACTOR shall comply with COUNTY's request at any time during the term of the Contract.

COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

- 7.5.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff who does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.5.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.5 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 7.5.6 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## 7.6 Confidentiality

- 7.6.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from,

connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Subsection 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 CONTRACTOR shall sign and adhere to the provisions of Exhibit G, "Contractor Acknowledgment and Confidentiality Agreement."
- 7.6.5 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.
- 7.6.6 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G2, "Contractor Non-Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall maintain in its files copies of such executed Agreements.
- 7.6.7 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that



penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

- 7.6.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary.
- 8.1.2 For any change which affects the scope of work, term, contract sum, payments, or any terms or conditions included under this Contract, an amendment to the Contract shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute.
- 8.1.3 COUNTY's Board of Supervisors or Chief Executive Officer, or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS, or his designee.
- 8.1.4 The DCFS Director or his designee, may at his sole discretion, authorize extensions of time as defined in Section 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared by DCFS and executed by the Contractor and by the DCFS Director, or his designee.
- 8.1.5 The DCFS Director or designee may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:

1. The amendment shall be in compliance with applicable County, State and federal regulations;
2. The Board of Supervisors has appropriated sufficient funds in COUNTY's budget;
3. The Amendment is for a decrease, or an increase of not more than 10 % correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and

## **8.2 Assignment and Delegation**

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegatee 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.
- 8.2.3 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.

8.2.4 Any assumption, assignment, delegation or takeover of any of the CONTRACTOR's duties, responsibilities, obligations or performance of same by any person or 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.

### **8.3 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.

### **8.4 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 under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

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

#### **8.5.2 Complaint Procedures**

8.5.2.1 Within twenty (20) business days after the Contract effective date, CONTRACTOR shall provide the COUNTY

with the CONTRACTOR's policy for receiving, investigating, and responding to user complaints.

- 8.5.2.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.2.3 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within ten (10) business days for COUNTY approval.
- 8.5.2.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.2.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the COUNTY Program Manager within two (2) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with

any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

8.6.3 For contracts over \$10,000, CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

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

## **8.7 Compliance with Civil Rights Laws**

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

## **8.8 Compliance with 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 hereto 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 (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “Contractor” or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR’s violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

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

Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

**8.10 Consideration of Hiring County Employees Targeted for Layoffs or Re-Employment List**

Should 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 Greater Avenues for Independence-General Relief Opportunities for Work Participants**

8.11.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN-GROW participants, by job category, to CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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.

**8.12 Contractor Responsibility and Debarment**

**8.12.1 Responsible Contractor**

A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the



COUNTY's policy to conduct business only with responsible contractors.

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

#### **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**

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's

representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or

termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

**8.12.5 Subcontractor of Contractor**

These terms shall also apply to subcontractors of COUNTY Contractors.

**8.13 CONTRACTOR's Acknowledgment of COUNTY's Commitment to 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 Exhibit I, 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. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

**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 contracts 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 in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board 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.

#### **8.16 Damage to County Facilities, Buildings or Grounds**

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by County, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

8.17.1 The CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth

in federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

8.17.2 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 federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**8.18 Intentionally Omitted**

**8.19 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.

**8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such Sub-Contractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors at any tier.
- 8.20.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **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 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 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.

- 8.22.3 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.
- 8.22.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G1, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement." The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G2, CONTRACTOR's Non-Employment Acknowledgment, Confidentiality, and Copyright Assignment Agreement."
- 8.22.5 The contractor shall adhere to the provisions stated in Subsection 7.6 (Confidentiality).

### **8.23 Indemnification**

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

### **8.24 General Provisions for all Insurance Coverage**

- 8.24.1 Without limiting CONTRACTOR's indemnification of the COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

## 8.24.2 Evidence of Coverage and Notice to COUNTY

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to COUNTY not less than ten (10) days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or sub-Contractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any COUNTY required endorsement forms.
- 8.24.2.4 Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of required endorsement shall be sent to:

County of Los Angeles  
Department of Children and Family Services



Contracts Administration Division  
Attention: Contract Administrator  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

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

**8.24.3 Additional Insured Status and Scope of Coverage**

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

**8.24.4 Cancellation of or Changes in Insurance**

CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation

or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

**8.24.5 Failure to Maintain Insurance**

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

**8.24.6 Insurer Financial Ratings**

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

**8.24.7 CONTRACTOR's Insurance Shall Be Primary**

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

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Sub-Contractor Insurance Coverage Requirements**

CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each subcontractor's separate evidence of insurance coverage.

CONTRACTOR shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the COUNTY and CONTRACTOR as additional insureds on the subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

#### 8.24.15 **COUNTY Review and Approval of Insurance Requirements**

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

### 8.25 **Insurance Coverage**

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

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers' Compensation and Employer's Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of

cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.25.4 **Professional Liability – Errors and Omissions:** Insurance covering contractor's 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 claim and three million dollars (\$3,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.
  
- 8.25.5 **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
  
- 8.25.6 **Privacy/Network Security (Cyber) Liability:** Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## 8.26 Liquidated Damages

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

Department Head or his/her designee, in a written notice describing the reasons for said action.

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

1. Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
2. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be agreed upon at such time and that CONTRACTOR shall be liable to the COUNTY for liquidated in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
3. 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.

8.26.3 The action noted in Sub-section 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 the Contract.

8.26.4 This 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 Sub-section 8.26.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

## 8.27 **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.

## 8.28 **Non-Discrimination and Affirmative Action**

- 8.28.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.28.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, Contractor's Equal Employment Opportunity (EEO) Certification.
- 8.28.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation.
- 8.28.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Contract or under any project, program or activity supported by this Contract.

8.28.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of the provision of this Section 8.28 (Nondiscrimination and Affirmative Action) when so requested by COUNTY.

8.28.7 If the COUNTY finds that any of the above provisions of the provision of this Section 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.28.8 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.

#### **8.29 Non Exclusivity**

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

#### **8.30 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) business day, give notice thereof, including all relevant information with respect thereto, to the other party.



### **8.31 Notice of Disputes**

CONTRACTOR shall bring to the attention of the COUNTY Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager is not able to resolve the dispute, the Department Head or his/her designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

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

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E – COUNTY’s Administration and Exhibit F – CONTRACTOR’s Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Department Head or his/her designee shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

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

## 8.36 Public Records Act

- 8.36.1 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 Section 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in California Government Code Section 6250, et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of a court of competent jurisdiction.
- 8.36.2 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.

## 8.37 Publicity

- 8.37.1 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:
1. CONTRACTOR shall develop all publicity material in a professional manner; and
  2. During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of the COUNTY without the

prior written consent of the COUNTY's Program Manager. The COUNTY shall not unreasonably withhold written consent.

8.37.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 8.37 (Publicity) shall apply.

#### **8.38 Record Retention and Inspection/Audit Settlement**

8.38.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, confidential information, and proprietary data and information, statistical records, and all other records pertinent to the award and performance of this Contract, shall be kept and maintained by CONTRACTOR and shall be made available to the COUNTY, State or federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later, unless the County's written permission is given to dispose of any such material prior such time. If before the expiration of that time period, any litigation, claim, financial management review or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if such material is located outside of Los Angeles County, then, at the COUNTY's sole option, CONTRACTOR shall pay the COUNTY for travel per diem and other costs incurred by the COUNTY to examine, audit, except copy, or transcribe such material at such other location. CONTRACTOR shall maintain all records in accordance with

California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 8.38.2 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Subsection 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 8.38.5 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within 30 calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.

**8.39 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.

**8.40 Subcontracting**

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

**8.41 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Subsection 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Subsection 8.43 (Termination for Default) and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

8.42.1 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 the 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.

8.42.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

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

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

8.42.3 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 Subsection 8.38 (Record Retention and Inspection/Audit Settlement).

#### **8.43 Termination for Default**

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

8.43.1.1 CONTRACTOR has materially breached this Contract; or

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

8.43.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event COUNTY terminates this Contract in whole or in part as provided in Subsection 8.43.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

8.43.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Subsection 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 Subsection, the terms "Subcontractor" and "Subcontractors" mean subcontractor(s) at any tier.

- 8.43.4 If, after the COUNTY has given notice of termination under the provisions of this Subparagraph 8.43 (Termination for Default) it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 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 subparagraph 8.42 (Termination for Convenience).
- 8.43.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Subsection 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 Subsection 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 (5) percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

8.43.6 The rights and remedies of the COUNTY provided in this Subsection 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

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

8.44.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.45 Termination for Insolvency**

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

8.45.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 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; or



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

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

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

8.45.2 The rights and remedies of the COUNTY provided in this Section 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by 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.

#### **8.47 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.

#### **8.48 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.

#### **8.49 Waiver**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

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

8.50.2 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.

#### **8.51 Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

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

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Subsection 8.51, "Warranty of Compliance with County's Defaulted Property Tax Reduction Program," shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default

within ten (10) calendar days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.53 Time Off for Voting**

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

**8.54 Compliance with COUNTY's Zero Tolerance Policy on Human Trafficking**

CONTRACTOR acknowledges that the COUNTY has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a CONTRACTOR or member of CONTRACTOR's staff is convicted of a human trafficking offense, the COUNTY shall require that the CONTRACTOR or member of CONTRACTOR's staff be removed immediately from performing services under the Contract. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

**8.55 Intentionally Omitted**

**8.56 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 Subsection 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.

## **8.57 Compliance with the COUNTY Policy of Equity**

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.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Ownership of Materials, Software and Copyright**

9.1.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR's work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR's work under this Contract.

9.1.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR's working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as

"Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.1.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR's proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.

9.1.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under subsection 9.1.4 for any of the CONTRACTOR's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subsection 9.1.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.

9.1.6 All the rights and obligations of this Section 9.1 shall survive the expiration or termination of this Contract.

## **9.2 Patent, Copyright and Trade Secret Indemnification**

9.2.1 CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:

- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

### 9.3 **CONTRACTOR's Charitable Activities Compliance**

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

### 9.4 **Child Abuse Prevention Reporting**

9.4.1 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.

9.4.2 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:

- 9.4.2.1 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.

9.4.2.2 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.

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

## 9.5 **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.

## 9.6 **Contract Accounting and Financial Reporting**

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

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

## 9.7 **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.

## 9.8 **Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' 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.

Vendor 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 Standard 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.

## 9.9 Data Encryption

Contractor that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

### 9.9.1 Stored Data

Contractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best



Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

#### 9.9.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### 9.9.3 Certification

The County must receive within ten (10) business days of its request, a certification from Contractor that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 9.9 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

### 9.10 **Employee Benefits and Taxes**

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

9.10.2 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.

### 9.11 **Fixed Assets**

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A

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

**9.12 Former Foster Youth Consideration**

9.12.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Section 8.11) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR’s firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

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

9.12.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

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

**9.13 Hours of Operation**

9.13.1 CONTRACTOR shall adhere to the following hours of operations:

- 9.13.1.1 Service delivery regular hours Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 9.13.1.2 CONTRACTOR's delivery sites shall, to remove barriers, make services available during non-traditional hours for family participation. CONTRACTOR shall provide orientations at least three times per contract year on the weekend or evening (6:00 pm or later).
- 9.13.2 Contractor may request approval from the County Program Manager to modify the hours of operation as necessary to meet the needs of the community served.
- 9.13.3 CONTRACTOR'S Program Director or his/her designate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract, and shall be available during the COUNTY's regular business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to COUNTY inquiries and to discuss problem areas.

#### **9.14 Shred Documents**

- 9.14.1 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.
- 9.14.2 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.

#### **9.15 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).

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

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

COUNTY OF LOS ANGELES

CONTRACTOR

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_  
Bobby D. Cagle, Director  
Department of Children and Family Services

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
MARY C. WICKHAM, COUNTY COUNSEL

By \_\_\_\_\_  
David Beaudet, Senior Deputy County Counsel

## **APPENDIX B**

### **STATEMENT OF WORK** (Exhibit A to Sample Contract)

Preparation and Support for Families Adopting  
Children with Special Needs

**STATEMENT OF WORK**

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## **1.0 PREAMBLE**

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

The County's Vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. The County's Mission is to establish superior services through inter-Departmental and cross-sector collaboration that measurably improves the quality of life for the people and communities of Los Angeles County. This is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County's Strategic Plan's three Goals: 1) Make Investments That Transform Lives; 2) Foster Vibrant and Resilient Communities; and 3) Realize Tomorrow's Government Today.

## **2.0 INTRODUCTION**

The Department of Children and Family Services (DCFS) has identified specific social and behavioral challenges that impede the adoption process of older children, and children who have been prenatally exposed to substances abuse of drugs and/or alcohol.

Preparation and Support for Families Adopting Children with Special Needs (P&S) is a training program designed to prepare prospective adoptive families for the challenges of parenting and providing permanency to children with special needs. P&S participants are required to complete the Pre-Service Training courses (or its equivalent) offered by the COUNTY prior to this training. The goals of the P&S training sessions are to educate participants in the areas of prenatal substance exposure, biological vulnerabilities, multiple placements, abuse and neglect, which children waiting to be adopted have been unfavorably impacted by these social ills. The sessions are guided by the principles, consistently confirmed by adoption research, that thorough education helps prospective adoptive parents make informed decisions, and that the better the preparation, the more satisfied parents are with the adoption.

DCFS has also identified that another barrier to finding permanency is that some of the children who are waiting to be adopted present a complex set of behavioral and emotional challenges. They need to not only be assessed by a multi-



disciplinary team to determine how to best recruit a family for them, but any identified family needs to know what it would take to parent the child so that they can make an informed decision as to whether they can meet the needs of that child.

Further, DCFS has seen that families who participated in concurrent planning would drop out as resource parents because they would feel so traumatized when the child in their care was removed due to reunification with their birth parent, placement with a sibling, or placement with a relative.

### **3.0 DEFINITIONS**

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

- 3.1 “Adoption”- is a legal process in which a child is freed from his or her birth parents by relinquishment, consent or termination of parental rights and placed with applicants who have been approved to take the child into their own family and raise the child as their own with all the rights and responsibilities granted thereto including the right of inheritance.
- 3.2 “Adoptive Parents” – are single persons or couples who have adopted a child or children through Los Angeles County Department of Children and Family Services, Adoptions Division.
- 3.3 “Adoption Triad” – is an adoption situation where there are three people impacted by the process – the birth parents, the child, and the adoptive parents.
- 3.4 “Bi-cultural” – is someone who is of two distinct cultures and identifies themselves as both of them.
- 3.5 “Bio-psycho-social Assessment” – is an evaluation that assesses aspects of the person from a medical, psychological, and social standpoint.
- 3.6 “Biological Vulnerabilities” – are any biological circumstance that may impact the normal processes and or potentials of a child’s growth and development. These may include a birth defect and or an early onset of some sort of disability because of the parents’ history of substance abuse, psychiatric disabilities, and/or health challenges.
- 3.7 “Case Consultation” – is a meeting where a multi-disciplinary team provides DCFS and the prospective adoptive family information regarding the results of the review of the child’s records, including medical history, developmental assessments, academic history (if applicable), and placement history. The consultation includes an identification of the needs

of the child and the services and interventions needed to meet the needs of the child. It may also include the results of a multi-disciplinary assessment of the child.

- 3.8 “Child Abuse” – is non-accidental commission of injuries against the child by or allowed by a parent(s)/guardian(s) or other person(s). The term also includes emotional, physical, severe physical, and sexual abuse as defined in Sections 31-002(c) (8) (A) through (D) of the Welfare and Institutions Code (WIC).
- 3.9 “Children’s Social Worker” (CSW) – is a Social Workers employed with DCFS that provides a wide variety of professional social casework or related child welfare services to children under the supervision of DCFS as well as to their families.
- 3.10 “Children with Special Needs” – are children in foster care who have or are at risk of having emotional, developmental, prenatal exposure to alcohol and other drug abuse, and/or behavioral challenges related to issues of loss and trauma or biological vulnerabilities.
- 3.11 “Concurrent Planning” – is a process of planning for permanency for a child by reunifying the child with birth parents and at the same time identifying prospective adoptive families should the reunification not occur, thus reducing timelines to permanency for the child.
- 3.12 “Counseling”- is a process that provides an avenue to help people address personal and interpersonal functioning. It can occur in individual, family, or group settings. Counseling is designed to help people improve well-being, alleviate distress and maladjustment, and resolve crises as well as provide psychological assessment, diagnosis, and treatment of psychopathology.
- 3.13 “Consultation Services” – are the use of a multi-disciplinary approach to evaluate the full functioning of a child based on a review of the records and/or meetings with the child.
- 3.14 “CONTRACTOR’s Program Director” (CPD) – is CONTRACTOR’s officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- 3.15 “Developmental Evaluation” – is an evaluation of a child to determine the child’s developmental level as compared to the expected development of children of the same age.
- 3.16 “Fost-adoptive Placement” – is the placement of a child, whose parental rights have not been terminated, on a foster care basis with approved

adoptive applicants who have been certified or licensed as foster parents or are approved resource parent, and who intend to adopt the child once parental rights are terminated.

- 3.17 “Group Support Services” – are counseling services in which there is more than one client at a time, and each individual participate and process his/her issues in a group setting. This type of services enables individual participants to offer help and advice to each other.
- 3.18 “Home Study or Resource Family Approval” – is the standardized process used to assess a family’s appropriateness for caring for a court dependent child which could include adoption as required by State adoption regulations. An adoption home study or family assessment must be conducted under the auspices of a State licensed agency. The home study or family assessment must be conducted by a person with a Master Degree in Social Work (MSW). Both the home study and the Resource Family Approval (RFA) assessment includes the social investigation, study and preparation of a family who wishes to foster or adopt. This includes visits to the home, interviews with family members, criminal and child abuse background checks, verification of employment and income, assessment of the applicant’s family, mental, emotional, medical, and marital history.
- 3.19 “Multi-disciplinary Team” – is a team of three or more persons who are qualified in specialized areas who work together to provide a broad range of services. The Multi-disciplinary Team members shall be capable of conducting a thorough bio-psycho-social assessment of a child.
- 3.20 “Multiple Risk Factors” – are the identification of more than one identified factor that could impact the health safety or well-being of a child.
- 3.21 “Neglect” – is the failure of a parent(s)/guardian(s) or caretaker(s) to provide the care and protection necessary for the child’s healthy growth and development. Neglect occurs when children are physically or psychologically endangered. The term includes both severe and general neglect as defined by Penal Code Section 11165.2.
- 3.22 “Permanency” – is the legal and emotional connection a child has with an adult. The first preference of permanency for children is to have them reside with their birth parents. When they cannot do that safely, then permanency is sought through adoptions or legal guardianship.
- 3.23 “Prenatal Substance Exposure” – are children who have been exposed to drugs or alcohol due to the substances being ingested by the mother while pregnant.

- 3.24 Pre-service Training – is training provided by organizations contracted by the county or by the Foster Family Agency to prepare families for taking care of a court dependent child. The minimum amount of training a family must take before caring for a child is 20 hours.
- 3.25 “Prospective Resource Parents” – are single persons or couples who have applied to become a resource parent through Los Angeles County Department of Children and Family Services or a Licensed Foster Family Agency.
- 3.26 “Regional Centers” – is nonprofit private corporations that contract with the Department of Developmental Services to provide or coordinate services and supports for individuals with developmental disabilities.
- 3.27 “Therapeutic Grief Intervention” – is a specific type of therapy that address loss and grieve issues of prospective adoptive families that need support due to the loss of or potential loss of a child that has been transitioned out of the prospective adoptive parents’ home or may be transitioned out of their home for the purposes of reunification or to be placed with a relative or sibling.
- 3.28 “Training Modules” – is a series of three 3-hour training provided by the CONTRACTOR to help prospective adoptive families learn more about children with special needs who are dependants of the court.
- 3.29 “Quality Assurance Plan” (QAP) – is a plan developed by the Contractor that defines the measures to be taken to document delivery of services and any other agreed upon related contract activity. The Contractor’s QAP describes how the objectives were achieved in relation to compliance with the contract requirements, e.g., timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work (SOW).

#### **4.0 PROGRAM MANAGEMENT REQUIREMENTS**

- 4.1 The COUNTY shall designate a Program Manager (CPM) who shall be responsible for monitoring CONTRACTOR’s activities and providing technical guidance to assist CONTRACTOR in meeting or exceeding program SOW objectives and requirements.
  - 4.1.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR’S performance on the day-to-day operation of this Contract.
  - 4.1.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

- 4.1.3 The CPM is not authorized to make any changes to the terms and conditions of this Contract, and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 4.1.4 The CPM is responsible for daily management of Contract operation and overseeing monitoring activities.
- 4.2 COUNTY shall have the right to monitor, review and audit CONTRACTOR for compliance with this Contract, SOW, and all applicable rules and regulations related to P&S Contract. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.
- 4.3 The CPM shall be responsible for monitoring the CONTRACTOR for compliance to ensure that the participants served are eligible for P & S services. CPM monitoring will include assurance that the CONTRACTOR meets or exceeds program objectives and requirements.
- 4.4 COUNTY will provide CONTRACTOR with a User Complaint Report (UCR), Exhibit A-2, for every instance in which tasks defined in the SOW are not met.
- 4.5 The CPM shall refer individuals considering adoption who completed the Pre-service Training and children who are adoptable to the CONTRACTOR for case consultations and assessments.
- 4.6 The CPM or designee shall identify cases for consultation based on referrals received by DCFS CSWs.
- 4.7 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel who the CPM determines has performed acts, which are inimical to the interest of the P&S participants and their children, or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.

## **5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 5.1 CONTRACTOR shall appoint a Contractor Program Director (CPD) responsible for administering and overseeing all of the services provided herein. The name and telephone number of the CPD and an alternate manager authorized to act on behalf of CONTRACTOR in the CPD's absence shall be designated in writing in Contractor's Administration, Exhibit F.
  - 5.1.1 The CPD shall work with the COUNTY Program Manager to help resolve any potential areas of difficulty before a problem occurs.

- 5.1.2 The CPD shall respond within twenty-four (24) hours to all calls and/or reports regarding CONTRACTOR's performance. The CPD or alternate shall be available to authorized COUNTY personnel during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except County observed holidays.
- 5.1.3 The CPD or other authorized alternate shall supervise all of CONTRACTOR's personnel assigned to work under this Contract/SOW.
- 5.2 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract/SOW on behalf of the COUNTY or DCFS.
- 5.3 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and the CPD, authorized representative(s) or their designated alternates.
- 5.4 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of this Contract.
- 5.5 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.
- 5.6 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.
- 5.7 CONTRACTOR agrees that any work performed outside the scope of this Contract shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 5.8 CONTRACTOR or designee shall attend all collaboration meetings scheduled by the COUNTY.
- 5.9 CONTRACTOR shall be available for technical reviews as requested by the CPM. Technical reviews shall be conducted annually or as determined by the CPM.

## **6.0 STAFFING REQUIREMENTS**

- 6.1 CONTRACTOR shall provide a multi-disciplinary team that includes a minimum of four of the following professionals: Pediatrician, Educational

Advocate, Licensed Psychologist, Licensed Clinical Social Worker, Board Certified Child and Adolescent Psychiatrist, In-home Behavioral Specialist, Speech and Language Pathologist, and Occupational Therapist; all of whom must have a minimum of one (1) year experience handling adoptions related matters.

- 6.2 CONTRACTOR's multi-disciplinary team shall also include at least one (1) professional staff member who is bilingual and bi-cultural in Spanish and able to write both Spanish and English.
- 6.3 The CPD shall meet the following minimum requirements:
  - A Master's Degree in Social Work (MSW) with a license in Clinical Social Work or a Doctoral degree (Ph. D.) in Clinical Psychology with a license in Clinical Psychology;
  - Five (5) years of experience in the field of Adoptions; and
  - Two (2) years of experience overseeing a program that includes therapeutic interventions for children involved in the Child Welfare system.
- 6.4 The CPD shall be responsible for ensuring that all work is completed using a best practice standard compatible to the County of Los Angeles child welfare service delivery practices.
- 6.5 CONTRACTOR shall employ sufficient support staff to maintain the Program administrative functions and duties.

## **7.0 TARGET POPULATION**

There are three major target populations:

- Prospective and approved resource families who are attending DCFS or a DCFS approved pre-service training and would consider adopting a child from the Los Angeles County foster care system.
- Prospective adoptive families that need support due to the loss of or potential loss of a child that has been transitioned out of the prospective adoptive parents' home for the purposes of reunification or to be placed with a relative or sibling.
- Children between the ages of 0-17 with special needs who are in need of an adoptive family. These are children who need to be fully assessed in order to determine what it would take for an adoptive parent to meet their special needs.

## **8.0 SERVICE DELIVERY SITE(S)**

CONTRACTOR shall provide all P&S services in Los Angeles County at locations agreed upon by the CPM. CONTRACTOR shall request approval from the CPM in writing, a minimum of thirty (30) days before commencing and/or terminating services at any other location(s).

## **9.0 SCOPE OF WORK**

The P&S program shall serve as a recruitment, training, and support venue for prospective and approved resource parents considering adoption. CONTRACTOR shall implement P&S services and training program in the format of Presentations and Recruitment, Case Consultation, Placement Preparation Training modules for families considering adoption, and Therapeutic Grief Intervention (TGI). The CONTRACTOR shall conduct presentations and recruit prospective resource parents who would consider adoption from the pre-service classes offered by the County via contracts with community colleges throughout Los Angeles County or offered by other DCFS approved agencies. The P&S training program shall be geared towards preparing prospective and approved resource parents who would consider adoption, for the challenges of parenting children with special needs between the ages of 0-17. CONTRACTOR's trainings shall be in keeping with the standards as outlined herein this SOW.

## **10.0 PRESENTATIONS AND RECRUITMENT**

CONTRACTOR shall present information about prenatal drug exposure, trauma, and the Contractor's specific program and services as well as recruit families to attend the Contractor's P&S classes. This shall occur at pre-service training provided by DCFS through contracted services or by other DCFS approved agencies.

10.1 CONTRACTOR shall provide professional staff to conduct presentations about issues related to prenatal drug substance exposure, trauma, and information about the P&S services at the pre-service meetings throughout Los Angeles County at the sites determined solely by the CPM.

10.2 CONTRACTOR shall introduce the P&S services program and explain the P&S services available to prospective and approved resource parents considering adoption, using a well-defined strategic campaign promotion, to recruit participants who have attended pre-service training to participate in the P&S services program.

10.3 CONTRACTOR shall conduct each presentation for a minimum of 30 to 45 minutes in length which includes a question and answer period.



- 10.4 CONTRACTOR shall disseminate program brochures and other information about the program to recruit prospective resource-families for the P&S training program.
- 10.5 CONTRACTOR shall conduct a minimum of 70 P&S program presentations/recruitments (P&R), 50 in English, eight (8) in Spanish, and twelve (12) in English or Spanish depending on the need, during each contract term.
  - 10.5.1 CONTRACTOR shall provide bilingual and bicultural staff to conduct a minimum of eight (8) P&R in Spanish at the Spanish speaking pre-service training classes.
  - 10.5.2 CONTRACTOR, in consultation with the CPM, shall provide twelve (12) P&R in English or Spanish as needed.
  - 10.5.3 CONTRACTOR shall recruit-from these presentations a minimum of 175 individuals, per contract year, to sign up for the Placement Preparation Training Series in Section 12.0 of the SOW.

## **11.0 CASE CONSULTATIONS**

CONTRACTOR must provide a multi-disciplinary team to conduct in-depth case consultations/assessments for a minimum of twelve (12) children with special needs who are waiting to be adopted during the contract year. The case consultations shall be a minimum of two (2) hours in length. Case consultations shall be offered to the approved resource parents considering adoption whether or not they have participated in the Placement Preparation Training Series listed in Section 12.0 of the SOW.

- 11.1 Each case consultation shall be conducted by a multi-disciplinary team which consists of at least four of the CONTRACTOR's staff. In consultation with the CPM, the CPD shall select the appropriate staff members based on the identified concerns and needs of the child. If the need is identified, a bi-cultural and bilingual psychologist must conduct the consultations in Spanish.
- 11.2 CONTRACTOR's assessment of the child's records shall include medical records, developmental evaluations, foster family agency quarterly reports, school records, Regional Center reports, and any other evaluations of the child's bio-psycho-social functioning conducted by a professional.
- 11.3 CONTRACTOR shall accept only case consultations referrals from the DCFS CPM or designee.

- 11.4 CONTRACTOR shall ensure that an assessment of a child with special needs waiting to be adopted include relevant information to help resource parents considering adoption make an informed decision about adopting that particular child. In addition, the assessment shall highlight what services are needed for the child, as well as the identifiable resources that are deemed to be the best remedy to address that child's specific need.
- 11.5 CONTRACTOR must invite the case-carrying CSW, Supervising CSW, and other involved CSWs to attend each case consultation.
- 11.6 CONTRACTOR's consultation shall provide the case-carrying CSW information about the child with recommendations as to the services that the CSW should put in place in order to meet the needs of the child.
- 11.7 CONTRACTOR shall arrange for their psychologist to conduct a full developmental evaluation in the event that the child's records lack a current developmental evaluation (an evaluation conducted within the last twelve (12) months is acceptable and can be considered, and addressed in the case consultation).
- 11.8 CONTRACTOR's staff case consultation reviews shall be in accordance with the Contract's Confidentiality provisions when reviewing pertinent records of a DCFS referred child.
- 11.9 The CPD shall provide a written report based on the assessments of the multi-disciplinary team to the case-carrying CSW within fourteen (14) calendar days of the completion of each Case Consultation.

## **12.0 PLACEMENT PREPARATION TRAINING SERIES**

- 12.1 CONTRACTOR shall design a training series consisting of three core training modules that educate prospective and approved resource families interested in adoption, in the areas of psycho-social inhibitors and their effects on the growth and development of children. Training shall be trauma/resiliency-informed. It shall be geared toward the challenges and rewards of parenting as well as providing permanency to foster children with special needs. It will have a particular focus on issues involving prenatal substance exposure along with other biological vulnerabilities, multiple placements, loss and grief, abuse and neglect. The training modules shall cover the following topics:
  - 12.1.1 Module One: *"Parental Substance Abuse and its Effects on the Adoption Process; Understanding the Impact of Concurrent Planning on the Adoption Triad; Providing Developmentally Appropriate Responses to Children's questions about Difficult Histories."*

This module shall introduce the basic concept of Preparation and Support that includes: (1) the purpose and substance of each Placement Preparation training module; (2) prenatal and parental substance abuse and its effects on the Adoption process; (3) dynamics of concurrent planning on the adoption triad (how the process affects involved parties); (4) a training for participants to discuss their concerns about parenting a child with prenatal substance exposure and other potential risk factors such as familial history of mental illness, trauma history, and/or multiple placements, and to process their fears and concerns associated with assisting in reunification and interactions with birth families; and (5) guidance and practice with answering children's difficult questions about parental substance use and the child's history in honest and developmentally sensitive ways.

- 12.1.2 Module Two: *"Infants and Children with Prenatal Substance Exposure and the Impact of Multiple Risk Factors on Children's Medical, Psychological, and Behavioral Outcomes; and Caregiving Strategies Across Development for Children with Complicated Backgrounds."*

This module shall include: a presentation from a pediatrician who is knowledgeable in prenatal substance exposure and child abuse. The presentation shall include: (1) information about what is known and not known about the short and long-term effects of prenatal substance exposure; (2) the difficulty of predicting an individual child's milestones in accordance with the standard average growth and development chart; and (3) lecture on trauma-informed and attuned caregiving strategies and the role of temperament and attachment in understanding behaviors exhibited by children with special needs, e.g., prenatal substance exposure, impact of multiple placements, trauma, neglect, physical and or a sexually abused child.

- 12.1.3 Module Three: *"Special Considerations in Adopting Children with Prenatal Substance Exposure and/or Children Who Have Been Impacted by Multiple Risk Factors: Evidence-Based Strategies for Positive Parenting of Older Children and Substance Abuse prevention, Whom to Talk to About your Child's History, Openness in Adoption, and a Foster/Adoptive Parent Shares his/her Experiences."*

This module shall include: (1) a presentation from a former family who has attended the modules in the past and has utilized the program's services, (2) family's disclosure of their experiences parenting an adopted child and the services they found to be

most helpful, (3) positive parenting and substance abuse prevention strategies for children adopted from foster care, (4) discussion of and guidance on with whom to share (and not share) detailed information about children's histories, and (5) lecture on variables impacting success in open adoption, discussion of potential levels of openness in ongoing contact with birth/previous resource parent members, and guidance on being open about the child being adopted and ways of incorporating "adoption" language within the family at various developmental levels.

12.2 CONTRACTOR shall provide a minimum of seven (7) training series (each training series consists of the three (3) training modules described in subsections 12.1.1, 12.1.2, and 12.1.3) per contract year as follows:

12.2.1 A minimum of one (1) training series in English quarterly;

12.2.2 One (1) training series in Spanish;

12.2.3 Two (2) training series in English or Spanish depending on the need as identified by the CPM or designee; and

12.2.4 Each training module shall be three (3) hours in length for a total of nine (9) hours per training series.

12.3 CONTRACTOR shall accommodate a minimum of twenty-five (25) recruited prospective adoptive parents per training module session.

12.4 CONTRACTOR shall ensure that a minimum of 175 recruited individual participants, per contract year, attend the training series.

### **13.0 THERAPEUTIC GRIEF INTERVENTIONS**

CONTRACTOR shall provide Therapeutic Grief Intervention (TGI) services, including group and individual sessions, to families who have participated in concurrent planning and have been grieving the loss or potential loss of the child they hoped to adopt.

13.1 CONTRACTOR shall provide face-to-face intakes and assessments to a minimum of 18 families, per contract year.

13.2 CONTRACTOR shall ensure that approved resource families/parents, who have been assessed and approved to participate in the individual or/and group TGI sessions, must have an approved adoption home study or are RFA approved by either DCFS or a Foster Family Agency and approved by the DCFS CPM.

- 13.3 CONTRACTOR's social worker or therapist shall conduct intakes and assess whether individual or/and group TGI sessions are most appropriate for the individuals' circumstances.
- 13.4 The intakes and assessments must be conducted in the Contractor's office.
- 13.5 CONTRACTOR shall provide a minimum of twice a month of a one 90-minute group TGI session for those families for which group TGI sessions are appropriate.
  - 13.5.1 The group TGI sessions shall specifically address the loss and grief or potential loss of a child who was or is in the resource parents' care and has been transitioned out of the prospective resource parents' home or may be transitioned out of their home for the purposes of reunification or to be placed with a relative or sibling.
  - 13.5.2 CONTRACTOR shall facilitate the group TGI sessions in a modality that is specific for addressing this particular population and that has proven successful in supporting and retaining resource parents who want to adopt.
  - 13.5.3 CONTRACTOR must provide two therapists with experience in working with clients experiencing loss and grief to facilitate the group TGI sessions.
- 13.6 CONTRACTOR shall provide a minimum of once a month individual TGI counseling sessions for a minimum of 50 minutes for families who have been appropriately assessed for individual TGI sessions.
  - 13.6.1 Individuals who receive the individual TGI therapy may also attend the group TGI sessions with approval from the therapist(s) who has provided TGI counseling to those individuals.

#### **14.0 MULTIDISCIPLINARY SERVICES**

In addition to the services described above, CONTRACTOR shall make available the following multidisciplinary services to prospective adoptive families and adoptive parents who have completed the three Placement Preparation Training modules listed in Section 12.0 of this SOW.

- 1) Individual child psychotherapy, adoptive parent support groups, and child support groups during the period of the child's transition from a resource

parent or group home to a resource parent who plans to adopt the child;  
and

- 2) Medical consultations, educational consultations, occupational therapy consultations, developmental, psychological and psychiatric assessments, individual counseling, family counseling, support groups for children, and support groups for adoptive parents following the adoptive or post-adopt placement of the child.
- 14.1 CONTRACTOR shall ensure these multidisciplinary services are provided by a multidisciplinary team at one location.
  - 14.2 CONTRACTOR shall ensure that these services are made available to resource families considering adoption or adoptive parents who reside throughout the County of Los Angeles.
  - 14.3 CONTRACTOR, in consultation with the CPM, determines the frequency and duration of these services for the children, resource parents who are planning to adopt or have adopted.
  - 14.4 CONTRACTOR shall provide multidisciplinary services described in this Section 14.0 at no cost to the resource parents and adoptive parents who receive these services. Additionally, these services shall not be paid through the P & S Contract or involve direct dollar funding from the P & S program.

## **15.0 REPORTS**

- 15.1 CONTRACTOR shall provide COUNTY with a monthly written report of P&S services provided during the previous month and a monthly invoice. CONTRACTOR shall include in the monthly report copies of all Corrective Action Plans issued during the prior month and notes on any changes to its internal processes, policies or procedures required to comply with corrective actions.
- 15.2 CONTRACTOR shall compile monthly program activity reports into a bi-annual report, which shall outline any, and or lack of program progress and compliance with the performance measures indicated in the Performance Requirements Summary Chart (Exhibit A-1) in Section 20.0. The Contractor's self-evaluation of the program progress should consist of an evaluation tool and the method used to derive at its conclusion.
  - 15.2.1 CONTRACTOR shall design the evaluation tool for approval by CPM. The tool must include the participants' satisfaction with their adoption through the COUNTY, satisfaction with CONTRACTOR's services, the program's effect on improving

parenting skills for children with special needs, and the program's effect on the reduction of adoption disruptions.

- 15.3 CONTRACTOR shall provide a complete bi-annual progress report to the CPM who will assess whether the outcomes and success of the program are in keeping with the Performance Measure indicators. The CONTRACTOR must provide to the CPM a complete progress report every six (6) months and no later than thirty (30) days after each 6-month period.
- 15.4 CONTRACTOR shall provide CPM with a complete bi-annual activity report every six (6) months and no later than fifteen (15) Days after each 6-month period. This documentation includes, but is not limited to the following:
  - 15.4.1 The names and phone numbers of persons who attended the training modules, case consultations, and pre-service training courses;
  - 15.4.2 The names of any eligible child who was adopted and whose parents attended a training module or workshop prior to identifying or designating the child for adoption;
  - 15.4.3 The names of any eligible child adopted whose parents attended a training module or workshop after identifying the child for adoption;
  - 15.4.4 Comments and feedback received from attendees; and
  - 15.4.5 The names and phone number of persons who attended the group or/and individual TGI counseling.

## **16.0 QUALITY ASSURANCE PLAN**

- 16.1 CONTRACTOR shall establish and utilize a comprehensive Quality Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the required services are provided at a consistently high level of service throughout the term of the Contract.
  - 16.1.1 The Plan shall be submitted to the CPM for review and approval within ninety (90) days of the Contract start date.
  - 16.1.2 If the CPM requests changes to the CONTRACTOR'S QUALITY CONTROL PLAN, the CONTRACTOR shall make such changes, and resubmit the plan for approval within five business days.

- 16.1.3 The Plan shall be effective on the Contract start date and shall be updated as changes occur and re-submitted the CPM for review and approval.
- 16.2 The plan shall include an identified monitoring system covering all the services listed in this SOW. The system of monitoring to ensure that contract requirements are being met shall include:
  - 16.2.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.
  - 16.2.2 Ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality agreed upon by the County and the CONTRACTOR.
  - 16.2.3 Assuring that professional staff rendering services under the contract has the necessary prerequisites.
  - 16.2.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
  - 16.2.5 Taking any corrective action, if needed, including a commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
  - 16.2.6 Continuing to provide services to the County in the event of a strike or other labor action of the CONTRACTOR's employees.
  - 16.2.7 Methods for ensuring uninterrupted service to County in the event of a strike or any other potential disruption in service which may include medical leaves, vacations, etc., by Contractor's employees.
- 16.3 If CONTRACTOR'S performance requirements are not met, the CPM may call CONTRACTOR, send CONTRACTOR a UCR (Exhibit A-2), or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four hours of receipt. All performance requirement issues will be reported to the CPM.

## **17.0 GREEN INITIATIVE PLAN**

- 17.1 CONTRACTOR shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.



17.2 CONTRACTOR shall notify COUNTY'S Project manager of Contractor's new green initiatives prior to the contract commencement.

## **18.0 QUALITY ASSURANCE MONITORING**

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the quality assurance plan specified in this SOW. All monitoring will be conducted in accordance with Subsection 8.15, COUNTY's Quality Assurance Plan, of the Contract.

## **19.0 TRANSFER OF RECORDS**

19.1 At the start of a new contract, CONTRACTOR shall accept transitioned cases from the prior contractors. The new contractor shall submit a plan of coverage to the CPM for the transitioned cases within 30 days of the start of the new contract or within 30 days of receipt of transitioned cases from prior contractors. The plan of coverage shall include: (1) telephonic contact with the family within three weeks of the 30-day transitional period, (2) a face-to-face contact with the family within five business days from the telephonic contact, and (3) an initial case plan for the family within 30 days from the initial face-to-face contact with the family.

19.2 Prior to contract termination or non-renewal of the contract, CONTRACTOR shall, at no additional cost to County, cooperate in transitioning active cases to new contractors, including providing all original case files and electronic records. CONTRACTOR shall keep copies of all transferred cases for their own records. The transitional plan shall be made in consultation with the County Program Manager at least one month in advance of the contract termination or as soon as possible in the event of non-renewal.

## **20.0 PERFORMANCE BASED OUTCOME MEASURES**

20.1 CONTRACTOR shall make every effort to adhere to the measure specified in Exhibit A-1, Performance Requirements Summary Chart.

20.2 CONTRACTOR shall design an evaluation tool to collect and track the following deliverables: the number of presentations provided at the pre-service classes, the number of persons recruited from the pre-service training classes that participate in the P&S services, the number of case consultations provided, and the number of families that participated in the Therapeutic Greif Intervention program.

PERFORMANCE REQUIREMENTS SUMMARY

Required Annual Deliverables							Quality Assurance Monitoring	
Task	Number of Deliverables				Duration of each Deliverable	Number of Participants Receiving Training or Services	Compliance Monitoring Method	Remedies for Non-Compliance with Performance
	English	English or Spanish	Spanish	Total				
Presentations at pre-service classes SOW section 10.3 & 10.5	50	12	8	70	30-45 minutes	800 Pre-service training Participants	Provide sign in sheets for CPM to review	CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction
Recruitment SOW section 10.5.3	175 individuals recruited from pre-service training signed up for the Placement Preparation Training Series							
Case Consultations SOW section 11.0	12	As needed	As needed	12	2 hours	12 special need children who are available for adoption	Provide Consultation write ups for CPM to review	CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction
Placement Preparation Training Series (1 series = 3 modules) SOW section 12.0	1 training series quarterly for a total of 4	2 training series	1 training series	7 training series	9 hours	175 trainees	Provide sign in sheets for CPM to review	CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction
Therapeutic Grief Intervention for Concurrent Planning Families SOW sections 13.0	18 group TGI 18 individual TGI	As needed	As needed	18 group TGI 18 individual TGI	90 minutes for group TGI 50 minutes for individual	18 individual prospective adoptive parents	Provide sign in sheets for CPM to review	CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction
Multidisciplinary Services at no cost to families who completed the P&S training SOW Section 14.0	As needed	As needed	As needed	As needed	As determined by Contractor in consultation with CPM	All families who meet the requirements and request the services	Provide records upon request for CPM to review	CONTRACTOR to provide a corrective action plan to the COUNTY with an explanation of the problem and the plan for correction

**USER COMPLAINT REPORT**

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

This form is to be used by DCFS users of Preparation and Support for Families Adopting Children with Special Needs services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: \_\_\_\_\_ DCFS User Name: \_\_\_\_\_  
DCFS Office Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Date(s) of Incident(s): \_\_\_\_\_

Below, please check the appropriate boxes and explain each incident separately:

- Contractor is not responding to messages.
- Contractor is/was not available or not responding to messages.
- Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by Contractor.
- Contractor is/or has not been submitting reports or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

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# **APPENDIX C**

## **EXHIBITS TO SAMPLE CONTRACT**

# EXHIBITS TO SAMPLE CONTRACT

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### EXHIBITS

- A Statement of Work
- B Pricing Sheet
- C Contractor's Line Item Budget and Narrative
- D CONTRACTOR's Equal Employment Opportunity (EEO) Certification
- E COUNTY's Administration
- F CONTRACTOR's Administration
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- K Charitable Contributions Certification
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**EXHIBIT A – STATEMENT OF WORK**

Placeholder for Statement of Work

**PRICING SHEET**

Placeholder for Contractor's Pricing Sheet (Form 25 of Appendix D of RFP)

**LINE ITEM BUDGET AND NARRATIVE**

Placeholder for Contractor's Line Item Budget and Narrative  
(Form 26 and 27 of Appendix D of RFP)



**CONTRACTOR’S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR’S SPECIFIC CERTIFICATIONS**

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

\_\_\_\_\_  
Authorized Official’s Printed Name and Title

\_\_\_\_\_  
Authorized Official’s Signature

\_\_\_\_\_  
Date

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROGRAM DIRECTOR:**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY PROGRAM MANAGER:**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT PROGRAM MONITOR:**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_

**CONTRACTOR'S PROGRAM MANAGER:**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(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. \_\_\_\_\_

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

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

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

(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: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

## **SAFELY SURRENDERED BABY LAW**

Placeholder for Safely Surrendered Baby Law

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

[www.babysafela.org](http://www.babysafela.org)

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

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

*The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) that contract with the COUNTY.*

**Revision: March 2014**

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

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

***The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting system. The internal control standards described apply to organizations with adequate staffing. Organizations with insufficient staff to implement the internal controls as described herein must adopt alternative controls (e.g., use of appropriate alternative staff or Board Officers, etc.) to comply with the intent of the standards to ensure effective internal control systems are in place within the organization. The CONTRACTOR'S subcontractors must also follow these standards unless otherwise stated in the Agreement.***

### A. ACCOUNTING AND FINANCIAL REPORTING

#### 1.0 Basis of Accounting

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

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

#### Accrual Basis

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

### Accruals

Accruals shall be recorded observing the following:

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

1.1 If a CONTRACTOR elects to use the cash basis for recording financial transactions during the year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of each year of the contract and at the end of the contract.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.2 Prepaid Expenses

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

2.0 Accounting System

Each CONTRACTOR shall maintain a **double entry accounting system** (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The COUNTY requires that a Payroll Register (see Section 2.6) also be maintained. Postings to the General Ledger and Journals shall be made at least on a monthly basis. The CONTRACTOR shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on services provided under the attached Agreement.

2.1 General Journal

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

Example:

	<u>Debit</u>	<u>Credit</u>
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

## 2.2 Cash Receipts Journal

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

- Date
- Receipt Number
- Cash Debit Columns
- Income Credit Columns (for the following accounts):
  - COUNTY payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
  - Description (entries in the description column must specify the source of cash receipts.)

## 2.3 Cash Disbursements Journal

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

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

- Date
- Check Number
- Cash (Credit) Column
- Expense Account Name
- Description

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

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

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

A ***Check Register*** may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

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

#### 2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of the CONTRACTOR'S programs (both COUNTY and non-COUNTY programs).

#### 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

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

#### 2.6 Payroll Register

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



- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
  - Accrual Period
  - Gross Pay
  - Itemized Payroll Deductions
  - Net Pay Amount
  - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the cash disbursements journal.

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

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

## 2.7 CONTRACTOR Invoices

Each CONTRACTOR shall present an invoice to the COUNTY each calendar month to report the program(s) financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. An invoice/billing submission shall be provided to the COUNTY as required in the applicable COUNTY contract.

## 3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the COUNTY. CONTRACTOR shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Handbook. CONTRACTOR shall make their report to the local law enforcement agency not more than twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by the agency for a period of time under which the underlying records were

destroyed, or damaged were required to be retained plus an additional four years, and shall be retained for a longer period in the case of unresolved litigation, or audit.

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

### 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S Agreement, unless a longer retention period is prescribed by the Agreement, or by applicable laws and regulations, in which case the CONTRACTOR shall comply with the longer retention period and all other retention requirements set forth in the Agreement or the applicable laws and regulations.

### 3.2 Supporting Documentation

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

Invoices, receipts, canceled checks and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to the COUNTY program being contracted for shall be required to support an outlay of funds. Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. ***Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.***

Supporting documentation is required for various types of expenditures. CONTRACTORS shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of

expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided the CONTRACTOR obtains the prior written approval of the COUNTY to use a specific type of alternative documentation.

Payroll – timecards and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, CONTRACTOR'S personnel file shall contain proof that employees have the required licenses/certifications.

Consultant Services – contracts detailing the nature and scope of services to be provided, time and attendance records (where applicable, as determined by COUNTY), billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. CONTRACTOR shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, CONTRACTOR shall at a minimum retain conference literature, including but not necessarily limited to agendas and handouts detailing the purpose of the conference, as part of the CONTRACTOR'S documentation of the propriety of the travel expenditure. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

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

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is the COUNTY'S maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. The contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, the CONTRACTOR may also maintain vouchers, purchase orders, requisitions, etc.

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

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

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

### 3.3 Payments to Affiliated Organizations or Persons

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

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

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

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

### 3.4 Filing

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

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

### 3.5 Referencing

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

- Invoices – Vendor name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

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

#### 4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue, earmarked specifically for the Contract, must be utilized on allowable contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is COUNTY program funds, shall be deemed restricted revenue that must be utilized on allowable expenditures, or returned to the COUNTY as specified under the attached Agreement.

#### 5.0 Audits

For routine audits and inspections, CONTRACTOR will make available to COUNTY representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter (unless a longer period is specified under the Agreement, or by applicable laws and regulations), all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records shall be maintained at a location within Los Angeles County.

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

#### 6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal

awards, including pass-through awards, have annual audits. Details are contained in the Circular.

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

#### 7.0 Subcontracts

***CONTRACTOR shall not subcontract services without the prior written consent of the COUNTY.***

***CONTRACTOR shall provide COUNTY with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors. At the sole discretion of COUNTY, CONTRACTOR may submit an electronic copy of executed subcontracts in preference to a hardcopy.***

### B. INTERNAL CONTROLS

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

#### 1.0 Cash Receipts

##### 1.1. Separate Fund or Cost Center

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

##### 1.2 Deposits

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

All checks shall be restrictively endorsed upon receipt.

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

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

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first. If CONTRACTOR can establish that a larger limit is warranted, CONTRACTOR may request authorization from COUNTY to increase the limit to an amount greater than \$500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal and individual receipts, if applicable. A recommended best practice is to retain photocopies of the COUNTY warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

### 1.3 Separation of Duties

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

### 1.4 Bank Reconciliations

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

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

## 2.0 Disbursements

### 2.1 General

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

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

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees



for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

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

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

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

Unclaimed or undelivered checks shall be cancelled periodically.

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

Disbursements without adequate supporting documentation will be disallowed upon audit.

## 2.2. Approvals and Separation of Duties

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

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

## 2.3 Petty Cash

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

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, fees, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. **Petty cash**

***disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).***

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

## 2.4 Credit Cards

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

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

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

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

## 3.0 Timekeeping

### 3.1 Timecards

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

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent CONTRACTOR utilizes electronic timecards and time reports, CONTRACTOR must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time reports are used, CONTRACTOR'S reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. CONTRACTOR'S electronic time reporting system

must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

### 3.2 Personnel and Payroll Records

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

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

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

#### Benefit Balances

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

### 3.3 Limitations on Positions and Salaries

The CONTRACTOR shall not pay any salaries higher than those authorized in the contract, or the attachments thereto.

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

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee

performing the same or similar work should be paid proportionately less than a full-time salaried employee.

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

The CONTRACTOR shall not make retroactive salary adjustments for any employee without written approval from the COUNTY.

#### Separation of Duties

- Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transactions, or reconciling bank accounts.
- All employee hires and terminations, or pay rate changes, shall be approved in writing by authorized persons independent of payroll responsibilities.

#### 4.0 Capital Assets

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

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

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

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

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

#### 4.1 Acquisition

As specified in the contract, CONTRACTOR shall submit a purchase versus lease analysis to COUNTY and obtain written authorization before

making any capital asset purchase where the acquisition cost is \$25,000 or more, and all, or a portion of the cost of the capital asset will be charged to the COUNTY's contract.

#### Non-Capital Asset Equipment

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

#### 4.2 Asset Identification and Inventory

All fixed assets including capital and non-capital asset equipment, purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

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

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

#### 4.3 Depreciation and Use Allowance

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

- The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
- The computation should exclude the cost of land, buildings, and equipment donated by federal, State or COUNTY governments and the cost of buildings and land contributed by the CONTRACTOR to satisfy funding matching requirements.
- For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
- Appendix B to IRS Publication 946, "How to Depreciate Property", contains guidelines for establishing an asset's useful life.

- A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by the CONTRACTOR.

#### 4.4 Rental Costs of Buildings and Equipment

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

#### 4.5 Security

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

#### 4.6 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all fixed assets purchased, leased, or rented with Contract funds.

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

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

- 5.0 Bonding – All officers, employees, and contractors who handle cash or have access to the contractor's funds (e.g., prepare checks, etc.) shall be bonded.
- 6.0 Investments – COUNTY program funds may not be utilized for investments where there is a risk of loss.

## C. COST PRINCIPLES

### 1.0 Policy

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

#### 1.1. Limitations on Expenditures of Program Funds

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

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

#### 1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination, or expiration date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Agreement may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Agreement between CONTRACTOR and COUNTY are not allowable.

#### 1.3 Budget Limitation

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

**1.4 Unspent Funds**

CONTRACTOR shall return any unspent program funds to the COUNTY, unless otherwise permitted by the contract. In addition, the COUNTY will determine the disposition of unspent program funds upon termination of the Agreement.

**1.5 Necessary, Proper and Reasonable**

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

**2.0 Allocable Expenses**

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

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

The CONTRACTOR shall maintain documentation for allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

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

**2.1 Direct Costs**

Unless otherwise set forth in this contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (e.g., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

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



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

Examples of bases for allocating joint costs as direct costs:

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

## 2.2 Indirect Costs

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

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

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

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

### Simplified Allocation Method

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

Example:

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

Direct Allocation Method

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

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

Multiple Base Allocation Method

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

2.4 Cost Allocation Plan

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

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

1. CONTRACTOR general accounting policies:
  - Basis of accounting
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - indirect cost rate allocation base
2. Identify the CONTRACTOR'S direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

#### Negotiated Indirect Cost Rates

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

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

#### D. UNALLOWABLE COSTS

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

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties (e.g., Including but not limited to NSF Check Fees, Traffic Citation Fees)
- Fundraising activities
- Interest expense (unless expressly allowed by federal guidelines)
- Losses on other awards

## E. OVERPAYMENTS

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

## F. GOVERNANCE

### OVERVIEW

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

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

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

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

### 1.0 Independence

It is recommend that Nonprofit agencies doing business with the County of Los Angeles have a governing board of at least 5 directors (however, under no circumstances shall a governing board have less than 3 directors), a majority of whom (1) have not been employed by it within 5 years before their election, (2) have no direct or indirect material financial interest in the organization, or any other relationship that could create a conflict of interest on the part of the director(s). A financial interest may exist for reasons of business, investment, or family relationship (including a director's brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law).

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

## 2.0 Oversight Mechanisms

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

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

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

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

compensation or benefits for the job of CEO and another job such as program manager, etc.

### 3.0 Oversight Committees

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

#### **Nominating Committee**

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

#### **Compensation and Benefits Committee**

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

#### **Audit Committee**

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

#### **Annual Audit Duties:**

- If the Organization expends federal awards in excess of \$500,000 in a year (\$750,000 for fiscal years beginning on or after December 26, 2014), the Audit Committee will recommend an independent auditor to perform the annual single audit (under the provisions of OMB Circular A-133, Audits for States, Local Governments and Non-Profit Organizations) of the Organization's financial records to the Agency's Board of Directors. The audit shall be performed in accordance with Generally Accepted Government Auditing Standards and comply with the Single Audit Act.
- The Audit Committee must negotiate the independent auditor's compensation on behalf of the governing Board, oversee its work, and resolve disagreements between management and auditors regarding financial reporting.
- The Audit Committee must confer with the auditor to review the audit and decide whether to accept it, satisfy itself that the financial affairs of

the nonprofit organization are in order, and ensure that the County receives a copy of the annual audit report and all other audits, reviews, and other third party reports.

### **Additional Audit Committee Duties**

The Audit Committee must:

- Establish procedures for receiving and addressing complaints regarding accounting, internal controls, and auditing matters.
- Monitor and take steps to ensure proper management response to major performance or fiscal deficits, such as the expressed concerns or claims of major creditors.
- Pre-approve all audit and non-audit services provided by the auditor. Non-audit services are defined as any professional services provided other than those provided in connection with an audit or review of the financial statements of the Organization. Following is a list of non-audit services for which the independent auditor cannot perform unless the firm follows the independence standard in the Yellow Book issued by the U.S. Comptroller General:
  - ✓ Bookkeeping or other services related to the accounting records, or financial statement of the audit client;
  - ✓ Financial information systems design and implementation;
  - ✓ Internal audit outsourcing services;
  - ✓ Management functions or human resources;
  - ✓ Investment adviser, or investment banking services;
  - ✓ Legal services and expert services unrelated to the audit.

## **G. MISCELLANEOUS REQUIREMENTS**

### **1.0 Insurance**

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify COUNTY when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

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

## 2.0 Activity

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

## 3.0 Reporting Fraud/Misconduct

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

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

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

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

Online: [www.lacountyfraud.org](http://www.lacountyfraud.org)

Email: [hotline@auditor.lacounty.gov](mailto:hotline@auditor.lacounty.gov)

Toll Free: (800) 544-6861

U.S. Mail: Los Angeles County Fraud Hotline  
Office of County Investigations  
Kenneth Hahn Hall of Administration  
500 W. Temple Street, Room 515  
Los Angeles, CA 90012



CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

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

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

**Check the Certification below that is applicable to your company.**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please print)



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### 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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

#### 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?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2017)  
Cat. No. 205991

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

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

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

**Check the Certification below that is applicable to your company.**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please print)





Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2017)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### 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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

#### 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?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2017)  
Cat. No. 205991

**APPENDIX D**

**REQUIRED FORMS**

**FOR**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

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

**(RFP #18-0020)**

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

## Required Forms

- Form 1 Proposer's Organization Questionnaire/Affidavit and CBE Information
- Form 2 Business Structure Registration Documents (Insert as Attachments)
- Form 3 List of Current Members of Board of Directors/Other Agencies
- Form 4 Board of Director's Resolution (Insert as Attachment if using Proposer's letterhead)
- Form 5 Proposer's Certification of Ownership and Financial Interest
- Form 6 Proposer's References
- Form 7 Proposer's List of Contracts
- Form 8 Proposer's List of Terminated Contracts
- Form 9 Proposer's Involvement in Litigation and Contract Compliance Difficulties
- Form 10 Certification of No Conflict of Interest
- Form 11 Familiarity with the County Lobbyist Ordinance Certification
- Form 12 Proposer's EEO Certification
- Form 13 Attestation of Willingness to Consider GAIN/GROW Participants
- Form 14 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Form 15 Organizational Data (Insert Organizational Charts and Job Descriptions of Identified Positions)
- Form 16 Organizational Licenses, Permits and Certification
- Form 17 Proof of Insurability (Insert as attachment)
- Form 18 Revenue Disclosure (non-public Proposer)
- Form 19 List of Proposer's Commitments
- Form 20 Audited Financial Statements (Insert as attachment)
- Form 21 Charitable Contributions Certification (2004 Non-Profit Integrity Act (SB 1262, Chapter 919))
- Form 22 Request for Preference Program Consideration
- Form 23 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Form 24 Offer to Perform and Acceptance of Terms and Conditions
- Form 25 Pricing Sheet
- Form 26 Line Item Budget Format
- Form 27 Budget Narrative
- Form 28 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- Form 29 Zero Tolerance Policy on Human Trafficking Certification
- Form 30 Compliance with Fair Chance Employment Hiring Practices Certification
- Form 31 Last Page of Proposal
- Form 32 Proposer's Compliance with Encryption Requirements

**PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND COMMUNITY BUSINESS ENTERPRISE FORM INFORMATION**

**Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

1. Is your firm a corporation or limited liability company (LLC)?  **Yes**  **No**

If yes, complete:

Legal Name (found in Articles of Incorporation) \_\_\_\_\_

State \_\_\_\_\_ Year Inc. \_\_\_\_\_

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

\_\_\_\_\_

3. Is your firm doing business under one or more DBA's?  **Yes**  **No**

If yes, complete:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm?  **Yes**  **No**

If yes, complete:

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Has your firm done business as other names within last five (5) years?  **Yes**  **No**

If yes, complete:

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

**Yes**  **No** If yes, provide information:

\_\_\_\_\_  
\_\_\_\_\_

Proposer acknowledges and certifies that firm meets and will comply with the Proposer’s Minimum Qualifications as stated in Section 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

**Yes**  **No** Proposer must be certified to do business in the State of California. A certified original copy of Statement of Information must be included in the submission of proposal.

## REQUIRED FORMS – FORM 1

- Yes**  **No** Proposer must have or be willing to establish an administrative business office within the County of Los Angeles for the contract term. The address of the administrative business office must be included in the Proposal.
- Yes**  **No** Proposer must have a minimum of two (2) years of experience, within the last five (5) years, administering Federal, State, County, or City contracts.
- Yes**  **No** Proposer must not currently have a Settlement Agreement with DCFS for repayment of monies owed to County.
- Yes**  **No** Proposer must have a minimum of five (5) years of experience, within the last five (5) years, providing services to court dependent children and resource families/foster families, or providing services similar to the services identified in Appendix B (Statement of Work) of this RFP.
- Yes**  **No** Proposer must have an existing and established multi-disciplinary program (i.e., mental health services, educational advocacy, occupational therapy, pediatric and speech and language consultation, in home behavioral services, and youth mentoring).
- Yes**  **No** Proposer must have the ability to provide staff that meet the requirements outlined in Appendix B (Statement of Work) of this RFP.
- Yes**  **No** Proposer must have a minimum of two (2) years of experience, within the last five (5) years, conducting presentations at pre-service training meetings and recruiting prospective resource parents to participate in their services.
- Yes**  **No** Proposer must have a minimum of three (3) years of experience, within the last five (5) years, developing training curriculums and providing parent education and training in the areas of child welfare, prenatal substance exposure, the effects on the growth of child development, challenges of parenting, and providing permanency to foster children with special needs.
- Yes**  **No** Proposer and its principals must be in good standing and must not be currently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or County agency unless an exception has been authorized by State and Federal regulations.
- Yes**  **No** Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.



**REQUIRED FORMS – FORM 1**

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

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

**III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

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

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

<b>PROPOSER NAME:</b>		<b>COUNTY WEBVEN NUMBER:</b>	
<b>ADDRESS:</b>			
<b>PHONE NUMBER:</b>		<b>E-MAIL:</b>	
<b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b>		<b>CALIFORNIA BUSINESS LICENSE NUMBER:</b>	
<b>PROPOSER OFFICIAL NAME AND TITLE (PRINT):</b>			
<b>SIGNATURE</b>		<b>DATE</b>	

## REQUIRED FORMS - FORM 2

### BUSINESS STRUCTURE REGISTRATION DOCUMENTS

Attached the applicable documents for your organization:

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

**REQUIRED FORMS – FORM 3**

**LIST OF CURRENT MEMBERS OF BOARD OF DIRECTORS/OTHER AGENCIES**

Legal Name of Agency:

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

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

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

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

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

Date \_\_\_\_\_

REQUIRED FORMS – FORM 4

SAMPLE BOARD OF DIRECTOR'S RESOLUTION

BE IT RESOLVED THAT ON \_\_\_\_\_ 2018, THE BOARD OF DIRECTOR'S OF \_\_\_\_\_

(LEGAL NAME OF PROPOSER)

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

ATTESTED:

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

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

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

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

OR

**Proposer can use their own agency's letterhead authorizing personnel to file the attached proposal(s) and signed by members of the Board of Directors**

**REQUIRED FORMS – FORM 5**

**PROPOSER’S CERTIFICATION OF OWNERSHIP AND FINANCIAL INTEREST**

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

Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, provide name of organization or person and the following information:

\_\_\_\_\_  
Print Name and Title Address

\_\_\_\_\_  
Telephone Number Contact Person

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

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

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

\_\_\_\_\_  
Date

**Proposer must declare whether it has Financial Interest in any other business.**

Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, provide name of business:

\_\_\_\_\_  
Print Legal Name of Business Address

\_\_\_\_\_  
Telephone Number Contact Person

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

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

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

\_\_\_\_\_  
Date

**REQUIRED FORMS – FORM 6  
PROPOSER’S REFERENCES**

**Proposer’s Name:** \_\_\_\_\_

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation. A minimum of three (3) contracting agencies will be contacted.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>E-mail Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>E-mail Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>E-mail Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>E-mail Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> (   )	<b>E-mail Address</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS – FORM 7**

**PROPOSER’S LIST OF CONTRACTS**

**Proposer’s Name:** \_\_\_\_\_

List of all public entities for which the Proposer has provided service within the last three (3) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS – FORM 8**

**PROPOSER’S LIST OF TERMINATED CONTRACTS**

**Proposer’s Name:** \_\_\_\_\_

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

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



**REQUIRED FORMS – FORM 9**

**PROPOSER’S INVOLVEMENT IN LITIGATION AND CONTRACT COMPLIANCE DIFFICULTIES**

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

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

---

EXPLANATION (Use separate page)

---

AUTHORIZED SIGNATURE

---

DATE

---

Name / Title / Name of Company or Organization

**REQUIRED FORMS – FORM 10**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

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

**CONTRACTS PROHIBITED**

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

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

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

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer Official Title

\_\_\_\_\_  
Official's Signature

**REQUIRED FORMS – FORM 11**

**FAMILIARITY WITH THE COUNTY  
LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REQUIRED FORMS – FORM 12**

**PROPOSER’S EEO CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

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

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

---

Signature

---

Date

---

Name and Title of Signer (please print)

**REQUIRED FORMS – FORM 13**

**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPATION**

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV).

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

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

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

\_\_\_\_\_ YES (subject to verification by County)      \_\_\_\_\_ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES      \_\_\_\_\_ NO

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

\_\_\_\_\_ YES      \_\_\_\_\_ NO      \_\_\_\_\_ N/A (Program not available)

Proposer’s Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

**REQUIRED FORMS – FORM 14**

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

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

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

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

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

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

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

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

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

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

**OR**

**Part II: Certification of Compliance**

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

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

Print Name:	Title:
Signature:	Date:

## **REQUIRED FORMS - FORM 15**

### **ORGANIZATIONAL DATA**

(Insert)

Proposer shall submit: 1) an overall organizational chart and 2) a proposed organizational chart detailing proposed organization structure and job description of positions anticipated to work on this Contract as described in Appendix B, Statement of Work.

## REQUIRED FORMS – FORM 16

### ORGANIZATIONAL LICENSES, PERMITS AND CERTIFICATION

Insert - Proposer must submit copies of organizational licenses, permits, and certifications. Indicate NONE, if none is applicable.



## **REQUIRED FORMS – FORM 17**

### **PROOF OF INSURABILITY**

Proof of Insurability may include documentation such as:

1. Existing insurance programs that may be demonstrated by providing an ACORD form (Certificate of Liability Insurance) showing the insurance programs and levels of coverage on current commitments that are similar to requirements under the Sample Contract for the program being proposed; -or-
2. A signed letter from an insurance broker indicating the broker's willingness to sell programs of insurance to the Proposer necessary to meet the requirements under the Sample Contract for the program proposed by the Proposer; -or-
3. A combination of the above or any other documentation, subject to review and approval by the County's Risk Managers, that substantiates the Proposer's ability to acquire the required insurance; -or-
4. Any other documentation that indicates that the Proposer has insurance or is insurable, subject to review and acceptance by the County's Risk Managers.

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

**REQUIRED FORMS – FORM 18**

**REVENUE DISCLOSURE**

**LEGAL NAME OF APPLICANT AGENCY**

**LISTING OF REVENUE SOURCES**

<b>REVENUE SOURCE</b>	<b>AMOUNT</b>	<b>TIME PERIOD</b>	<b>SERVICES PROVIDED</b>

**REQUIRED FORMS – FORM 19**

**LIST OF PROPOSER’S COMMITMENTS**

---

Legal Name of Agency

- Yes, there are commitments (please list below).  
 No, there are no commitments.

<b>LIST OF COMMITMENTS/POTENTIAL COMMITMENTS</b>			
<b>NAME OF FIRM</b>	<b>AMOUNT</b>	<b>TIME PERIOD</b>	<b>TYPE OF COMMITMENT</b>

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

---

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

---

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

---

Date

## **REQUIRED FORMS – FORM 20**

### **AUDITED FINANCIAL STATEMENTS**

Please provide copies of the company's most current and prior three (3) fiscal years (for example FY 2015, FY 2016, and FY 2017) audited financial statements available for the last three years of fiscal periods with the latest not more than eighteen (18) months old at the time of submission. Statements should include the Proposer's assets, liabilities, and net worth. At a minimum and to the extent possible, include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. A proposer should submit audited (or reviewed by a CPA) statements, if available, to meet this requirement. Please refer to Section 7.0, Proposal Submission Requirements, Subsection 7.8.6.4, Proposer's Financial Capability, for additional information.

**REQUIRED FORMS – FORM 21**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

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

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

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title (please type or print)

## REQUIRED FORMS – FORM 22

### REQUEST FOR PREFERENCE CONSIDERATION

**INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

**Request for Local Small Business Enterprise (LSBE) Program Preference**

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA’s inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State’s Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

**Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

**Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA’s inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

**DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
<b>Reviewer’s Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

**REQUIRED FORMS – FORM 23**

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

**- OR -**

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

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

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS – FORM 24**

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

\_\_\_\_\_ (Proposer's Legal Name) hereby offers to perform the services, the scope of which is set forth in the above-identified Request for Proposals (RFP) for Los Angeles COUNTY under all the terms and conditions specified in the Contract included therein and agrees that this offer shall remain irrevocable up to and including 180 days following the RFP submission due date stated in the RFP cover letter.

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

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

\_\_\_\_\_  
Date



**REQUIRED FORMS – FORM 25**

**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN  
WITH SPECIAL NEEDS (RFP # 18-0020)**

**PRICING SHEET**

Price quoted by Proposer must be inclusive of all applicable costs associated with providing Preparation and Support (P&S) to Families Adopting Children with Special Needs services and any other costs necessary to perform all tasks outlined in the RFP, Statement of Work, Performance Requirements Summary, Exhibits, and Sample Contract.

The chart below summarizes the required P&S services and provides the maximum annual funding amount. (please refer to SOW in Appendix B for detailed tasks to be delivered)

<b>SOW Sec. #</b>	<b>Required Annual Services/Deliverables</b>	<b>Maximum Annual Funding</b>
10.0	<b>Presentations and Recruitment (P&amp;R)</b> Conducting 70 P&R (30 – 45 minutes/event) to recruit 175 resource families to participate in the P&S program	<u>\$ 479,000</u>
11.0	<b>Case Consultations</b> Providing consultations/assessments (2 hours in length/session) for 12 special needs children who are waiting to be adopted	
12.0	<b>Placement Preparation Training Series</b> Providing 7 training series (1 training series = 3 modules, 3 hours/module)	
13.0	<b>Therapeutic Grief Interventions (TGI)</b> Conducting face to face intakes and assessments for 18 families <ul style="list-style-type: none"> <li>• Twice/month of group TGI sessions (90 minutes/session)</li> <li>• Once/month of individual TGI counseling sessions (50 minutes/session)</li> </ul>	
14.0	<b>Multidisciplinary Services</b> Providing multidisciplinary services during and after the transition of a child from a resource parent or group home.	

**REQUIRED FORMS – FORM 25**

**PREPARATION AND SUPPORT FOR FAMILIES ADOPTING CHILDREN  
WITH SPECIAL NEEDS (RFP # 18-0020)**

**PRICING SHEET**

Price as proposed are firm-fixed price to remain firm for eighteen (18) months following the last day to accept proposals. Bid cannot be negotiated and shall remain as submitted.

The undersigned offers to furnish all personnel, labor, and materials necessary to perform the services, the scope of which is set forth in the above-identified Request for Proposals for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, and Sample Contract.

<b>SOW Sec. #</b>	<b>Required Annual Services/Deliverables</b>	<b>TOTAL PROPOSED ANNUAL COST</b> Firmed fixed price to Provide P&S Services
10.0	<b>Presentations and Recruitment (P&amp;R)</b>	\$ _____
11.0	<b>Case Consultations</b>	
12.0	<b>Placement Preparation Training Series</b>	
13.0	<b>Therapeutic Grief Interventions (TGI)</b>	
14.0	<b>Multidisciplinary Services</b>	

I declare that all computations used to arrive at the cost for Preparation and Support for Families Adopting Children with Special Needs services are true and correct to the best of my knowledge.

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

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date

\_\_\_\_\_ Agency Name

\_\_\_\_\_ Agency Address

## **REQUIRED FORMS – FORM 26**

### **(LINE ITEM BUDGET)**

(Insert)

Note: The sample on the next page has been provided as a guide. Proposers can use their own line item budget format. Line item budget is required for the initial contract period. Additionally, all proposals must have a narrative, attached to the line item budget.

**REQUIRED FORMS – FORM 26**

**SAMPLE LINE ITEM BUDGET SHEET**

Contractor's  
Name: \_\_\_\_\_

Service Category: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

**DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			
<b>Total Salaries and Wages</b>			<b>\$ _____</b>

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____
<b>Total Benefits</b>		<b>\$ _____</b>

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total Payroll Taxes</b>	<b>\$ _____</b>

Insurance (List Type/Coverage. See Part I, Section 5.2, Insurance Coverage Requirements)	
_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____
<b>Total Insurance/Misc. S &amp; S</b>	<b>\$ _____</b>

**TOTAL DIRECT COSTS** \$ \_\_\_\_\_

**INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____

**TOTAL INDIRECT COSTS** \$ \_\_\_\_\_

**TOTAL DIRECT AND INDIRECT COST** \$ \_\_\_\_\_

**TOTAL MONTHLY COSTS** \$ \_\_\_\_\_

## **REQUIRED FORMS – FORM 27**

### **BUDGET NARRATIVE**

(Insert)

Proposers are allowed to develop their budget narrative in a manner that they believe best reflect and support the Line Item Budget of their proposal. However, all proposals must have a narrative attached to the line item budget providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budget, and include an explanation of the method of allocating costs for any joint or shared budget item. All figures and compilations must be clearly explained.

**REQUIRED FORMS – FORM 28**

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

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

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORMS – FORM 29**

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

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

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

**REQUIRED FORMS – FORM 30**

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

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

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:



**REQUIRED FORMS – FORM 31**

**LAST PAGE OF BUSINESS PROPOSAL**

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

Respectfully submitted,

\_\_\_\_\_

(Firm or Corporate Name)

By \_\_\_\_\_

Print Name \_\_\_\_\_

Its \_\_\_\_\_

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

By \_\_\_\_\_

Print Name \_\_\_\_\_

Its \_\_\_\_\_

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

Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_

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

**REQUIRED FORMS – FORM 32**

**PROPOSER'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS**

Proposer shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

<b>COMPLIANCE QUESTIONS</b>	<b>DOCUMENTATION AVAILABLE</b>			
	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
1). Will County data stored on your workstation(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2). Will County data stored on your laptop(s) be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3). Will County data stored on removable media be encrypted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4). Will County data be encrypted when transmitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5). Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6). Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or Saas</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Proposer Name

---

Proposer Official Title

---

Official's Signature

# **APPENDICES E – O**

## REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Project Title: Preparation and Support for Families Adopting Children with Special Needs	Project No. 18-0020

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

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

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

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

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Request submitted by:

\_\_\_\_\_

*(Name)*

\_\_\_\_\_

*(Title)*

**For County use only**

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

---



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Date Response sent to Proposer: \_\_\_\_\_

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### **WE RECOGNIZE. . . .**

#### **The importance of small business to the County. . .**

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### **The County can play a positive role in helping small business grow. . .**

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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



## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

## INTERNAL REVENUE SERVICE NOTICE 1015

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2017)

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

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**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

**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 whose wages 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 2017 are less than \$53,930 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2018.

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 download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

**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.

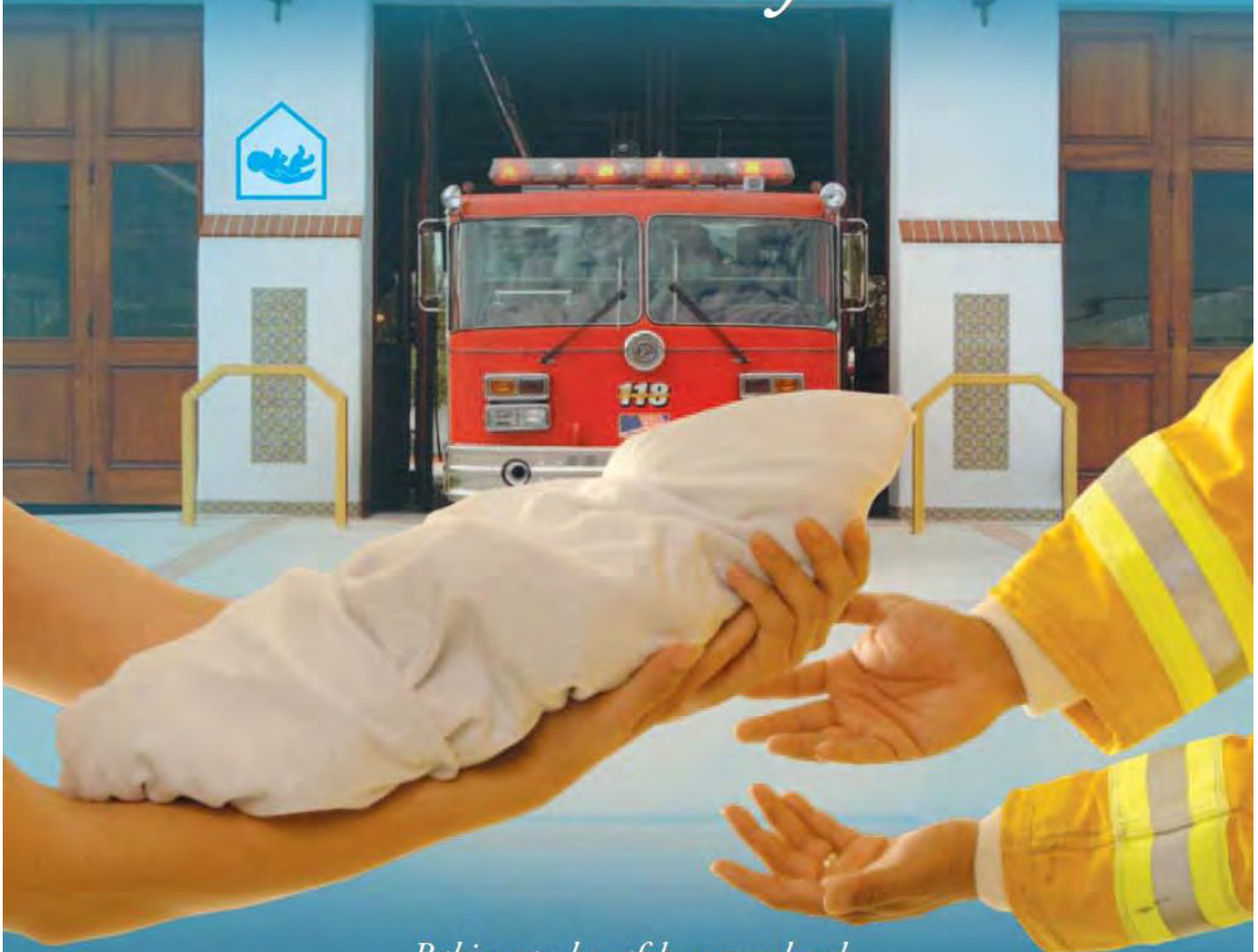
**How Do My Employees Claim the EIC?**

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

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Notice **1015** (Rev. 12-2017)  
Cat. No. 205991

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## 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.

## 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?

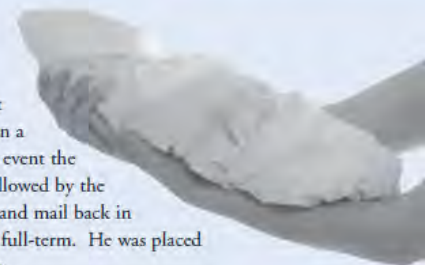
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## 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.





# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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



Intentionally Omitted

Intentionally Omitted



Intentionally Omitted

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

#### 1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

### 2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  1. Chief Executive Office delegated authority agreements under \$50,000;
  2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 4 of 4

- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)